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

1. REQUISITION NO.	PAGE 1 OF 93

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24826Q0604	07-21-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Fernando G. Defillo	813-796-3917	08-05-2026 3:00pm EDT

9. ISSUED BY CODE 36C248

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

8875 Hidden River Pkwy Suite 525
Tampa FL 33637

10. THIS ACQUISITION IS

- [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: 622110

SIZE STANDARD: $47 Million

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

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

15. DELIVER TO CODE

Department of Veterans Affairs
VA Caribbean Healthcare System
10 Casia Street

San Juan PR 00921

16. ADMINISTERED BY CODE 36C248

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

17a. CONTRACTOR/OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE

Department of Veterans Affairs
Financial Services Center

P.O. Box 149971
Austin TX 78714-9971

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor shall provide On-site Perfusion/Autotransfusion Services and Health Aid and Technician-Perfusion Assistance in support of the VA Caribbean Healthcare System, located at 10 Casia Street, San Juan, PR 00921. Indefinite Delivery Indefinite Quantity (IDIQ) is for One (1) base year with Four (4) - One (1) year options. Reference pages 8 - 12 for Schedule of Services. Reference pages 13 - 42 for Performance Work Statement. All questions concerning this Request for Quote (RFQ) and related documents shall be submitted via email to Contracting Officer at Fernando.defillo@va.gov no later than 3:00PM (EST) on Wednesday, July 29, 2026. Service Contract Act WD# 2015-5707 is applicable to the Health Aid and Technician-Perfusion Assistant. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

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

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

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

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

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

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

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

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

Name:

Address:

Phone:

Email:

SAM UEI:

b. GOVERNMENT:

Contracting Officer: Fernando Gabe Defillo

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

Email: Fernando.defillo@va.gov

Phone: (813) 796-3917

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. Monthly [X]

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

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

AMENDMENT NO	DATE

6. CONFORMITY TO REGULATIONS: The contractor and his/her operations shall conform to all regulations, Federal, State and Local governing the performance of contracted services.

7. CAUTION: Late submissions, modification, and withdrawals: See Provisions FAR 52.212-1.

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

B.2 PRICE SCHEDULE

The Contractor shall furnish all key personnel to provide services necessary to perform on-site Perfusion/Autotransfusion Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, VA Caribbean Healthcare System (hereinafter referred to as VACHS). The Contractor's staff shall cover the range of Perfusion/Autotransfusion Services and on site, on call, and call back as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by Commission on Accreditation of Allied Health Education Programs (CAAHEP). Additionally, the contractor shall provide a Health Aid and Technician-Perfusion Assistant to perform on-site cleaning services.

Contract Type: Indefinite Delivery Indefinite Quantity (IDIQ)

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

Minimum and Maximum Quantity: The guaranteed minimum amount to be ordered for this procurement is $2,500.00 – total – inclusive of the base period and all option periods. The contract maximum is $4,000,000.00 total – inclusive of the base period and all options. If the maximum aggregate amount of $4,000,000.00 is reached prior to the end date of the final period of performance, no further task order will be issued on the contract.

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

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

Pricing: Price schedule for Line-Item Number (LIN) for the base year and each option year includes the following: estimated quantity, unit, proposed unit price, proposed total annual price for each LIN and Sub-Lin, and the estimated grand total.

Pricing Instructions: Enter the unit cost and total annual cost on the table below for all line-item numbers (LINs). Offerors shall identify by title/position or level of experience the key personnel submitted in the table in section 2.9 of the Performance Work Statement (PWS). The Contractor shall propose a minimum of two (2) key personnel Perfusion/Autotransfusionist to be credentialed and be available for simultaneous

scheduling to meet the requirements of the contract. The two (2) Perfusion/Autotransfusionist key personnel must begin the onboarding process upon contract award and must both begin providing services on the start date of the Period of Performance of the base year to ensure coverage for all hours indicated within the schedule of services.

One (1) Perfusion/Autotransfusionist is required to be available on-site for scheduled elective procedures (Operating Room) and patient evaluations at clinics on Mondays and Wednesdays from 7:00am to 3:30pm (15.5 hours coverage). One (1) Perfusion/Autotransfusionist will be on call during weeknights Mondays and Wednesdays from 3:30pm to 7:00am, and weekdays Tuesday, Thursday, Friday, weekends, and holidays from 7:00am – 7:00am (24-hour daily coverage) for emergency cases.

One (1) Health Aid and Technician-Perfusion Assistant will be needed bi-weekly and when needed; the technician will conduct a thorough visual inspection of the heater cooler machines to ensure the equipment is free from visible residues, including blood, cleaning solutions, or other contaminants.

Base Year period of performance: 09/01/2026 to 08/31/2027

LIN	SLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EST. TOTAL ANNUAL COST
0001	**None**	On-site Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services on Monday and Wednesday, for elective procedures and patient evaluations. (Inclusive of emergency call-back services & New Employee Orientation)	**912**	**Hours**	**$**	**$**
0002	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours. (3:30pm-7:00am)	**1612**	**Hours**	**$**	**$**
0003	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days. (24-hour shift)	**6504**	**Hours**	**$**	**$**
0004	**None**	Call back Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call .	**40**	**Hours**	**$**	**$**
0005	**None**	Health Aid and Technician-Perfusion Assistant Services on a Biweekly basis	**204**	**Hours**	**$**	**$**
		Estimated Grand Total Base Year				**$**

Option Year One (1) period of performance: 09/01/2027 to 08/31/2028

LIN	SLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EST. TOTAL ANNUAL COST
1001	**None**	On-site Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services on Monday and Wednesday, for elective procedures and patient evaluations. (Inclusive of emergency call-back services)	**912**	**Hours**	**$**	**$**
1002	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours. (3:30pm-7:00am)	**1612**	**Hours**	**$**	**$**
1003	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days. (24-hour shift)	**6504**	**Hours**	**$**	**$**
1004	**None**	Call back Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call.	**40**	**Hours**	**$**	**$**
1005	**None**	Health Aid and Technician-Perfusion Assistant Services on a Biweekly basis	**204**	**Hours**	**$**	**$**
		Estimated Grand Total Option Year 1				**$**

Option Year Two (2) period of performance: 09/01/2028 to 08/31/2029

LIN	SLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EST. TOTAL ANNUAL COST
2001	**None**	On-site Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services on Monday and Wednesday, for elective procedures and patient evaluations. (Inclusive of emergency call-back services)	**912**	**Hours**	**$**	**$**
2002	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours. (3:30pm-7:00am)	**1612**	**Hours**	**$**	**$**
2003	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days. (24-hour shift)	**6504**	**Hours**	**$**	**$**
2004	**None**	Call back Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call .	**40**	**Hours**	**$**	**$**
2005	**None**	Health Aid and Technician-Perfusion Assistant Services on a Biweekly basis	**204**	**Hours**	**$**	**$**
		Estimated Grand Total Option Year 2				**$**

Option Year Three (3) period of performance: 09/01/2029 to 08/31/2030

LIN	SLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL ANNUAL COST
3001	**None**	On-site Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services on Monday and Wednesday, for elective procedures and patient evaluations. (Inclusive of emergency call-back services)	**912**	**Hours**	**$**	**$**
3002	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours. (3:30pm-7:00am)	**1612**	**Hours**	**$**	**$**
3003	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days. (24-hour shift)	**6504**	**Hours**	**$**	**$**
3004	**None**	Call back Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call .	**40**	**Hours**	**$**	**$**
3005	**None**	Health Aid and Technician-Perfusion Assistant Services on a Biweekly basis	**204**	**Hours**	**$**	**$**
		Estimated Grand Total Option Year 3				**$**

Option Year Four (4) period of performance: 09/01/2030 to 08/31/2031

LIN	SLIN	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL ANNUAL COST
4001	**None**	On-site Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services on Monday and Wednesday, for elective procedures and patient evaluations. (Inclusive of emergency call-back services)	**912**	**Hours**	**$**	**$**
4002	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours. (3:30pm-7:00am)	**1612**	**Hours**	**$**	**$**
4003	**None**	On-call Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days. (24-hour shift)	**6504**	**Hours**	**$**	**$**
4004	**None**	Call back Board Certified/Board Eligible Clinical Perfusionist/ Autotransfusion Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call.	**40**	**Hours**	**$**	**$**
4005	**None**	Health Aid and Technician-Perfusion Assistant Services on a Biweekly basis	**204**	**Hours**	**$**	**$**
		Estimated Grand Total Option Year 4				**$**

Estimated Grand Total Base Year + 4 Option Years: $_____

B.3 PERFORMANCE WORK STATEMENT – PERFUSION/AUTOTRANSFUSION PHYSICIAN SERVICES

1. GENERAL:

1.1. Services Provided: The contractor shall provide Perfusion/Autotransfusion Services and Health Aid and Technician-Perfusion Assistant on site, on call, and call back in accordance with the terms and conditions contained herein to beneficiaries of the Department of Veterans Affairs (VA), Caribbean Healthcare System (VACHS) 10 Casia St. San Juan Puerto Rico, 00921.

1.2. Place of Performance: Contractor shall furnish services at the Department of Veterans Affairs (VA), Caribbean Healthcare System 10 Casia St. San Juan Puerto Rico, 00921.

1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority, VA Directive 1663, and FAR Overhaul Part 12 – Acquisition of Commercial Products and Commercial Services.

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

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

1.4.2. VHA Directive 1003.04: VHA Patient Advocacy

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

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

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

1.4.6. VHA Directive 1100.20: Credentialing of Health Care Providers

1.4.7. VHA Directive 1100.21: Privileging

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

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

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

1.4.14. Joint Commission: http://www.jointcommission.org/standards/

1.4.15. HHS OIG Website: http://oig.hhs.gov/exclusions/index.asp

1.4.16. American Journal for Infection Control - AJIC 1998; 26:289-354: https://apic.org/Resource_/TinyMceFileManager/Practice_Guidance/IC-HealthCare-Personnel.pdff

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

1.5.1. ABCP: American Board of Cardiovascular Perfusion

1.5.2. ACGME: Accreditation Council for Graduate Medical Education

1.5.3. ACLS: Advanced Cardiac Life Support

1.5.4. ACO: Administrative Contracting Officer

1.5.5. BAA: Business Associate Agreement

1.5.6. BLS: Basic Life Support

1.5.7. CDC: Centers for Disease Control and Prevention

1.5.8. CEU: Certified Education Unit

1.5.9. 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.

1.5.10. CME: Continuing Medical Education

1.5.11. CMP: Civil Monetary Penalty

1.5.12. CMS: Centers for Medicare and Medicaid Services

1.5.13. C.F.R. : Code of Federal Regulations – is the official annual codification of general and permanent rules published in the Federal Register by U.S. federal agencies.

1.5.14. Clinical Perfusionist: CP

1.5.15. CO: Contracting Officer: The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.

1.5.16. COR: Contracting Officer's Representative: A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.

1.5.17. COS: Chief of Staff

1.5.18. CPARS: Contractor Performance Assessment Reporting System

1.5.19. CP: Clinical Perfusionist

1.5.20. 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.

1.5.21. DEA: Drug Enforcement Agency

1.5.22. ED: Emergency Department

1.5.23. ECMO: Extracorporeal Membrane Oxygenation

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

1.5.25. EMR: Electronic Medical Record

1.5.26. FASCSA: Federal Acquisition Supply Chain Security Act

1.5.27. FAR: Federal Acquisition Regulation

1.5.28. FAPPIS: Federal Performance Awardee and Integrity Information System

1.5.29. FOIA: Freedom of Information Act

1.5.30. FPPE: Focused Provider Practice Evaluation

1.5.31. FSC: Financial Services Located in Austin, Texas

1.5.32. FSMB: Federation of State Medical Boards

1.5.33. FTE: Full Time Employee 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.

1.5.34. GAO: Government Accountability Office

1.5.35. HHS: Department of Health and Human Services

1.5.36. HIPAA: Health Insurance Portability and Accountability Act

1.5.37. ISO: Information Security Officer

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

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

1.5.40. Non-Contract Provider: any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors.

1.5.41. NP: Nurse Practitioner

1.5.42. NPPES: National Plan and Provider Enumeration System

1.5.43. OIG: Office of Inspector General

1.5.44. OSHA: Occupational Safety and Health Administration

1.5.45. OPPE: Ongoing Provider Practice Evaluation

1.5.46. OR: Operating Room

1.5.47. PA: Physician Assistant

1.5.48. PIV: Personal Identity Verification

1.5.49. POP: Period of Performance

1.5.50. PPD: Purified Protein Derivative

1.5.51. PPIRS: Past Performance Information Retrieval System

1.5.52. PWS: Performance Work Statement

1.5.53. QA/QI: Quality Assurance/Quality Improvement

1.5.54. QASP: Quality Assurance Surveillance Plan

1.5.55. TDAP: Tetanus, Diphtheria, and Acellular Pertussis Vaccine

1.5.56. U.S.C: United States Code

1.5.57. VA: Veteran Affairs

1.5.58. Veterans Affairs Caribbean Healthcare System: VACHS

1.5.59. VHA: Veterans Health Administration

1.5.60. 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.

1.5.61. VISN: Veterans Integrated Services Network

1.5.62. VISTA: Veterans Integrated Systems Technology Architecture

2. QUALIFICATIONS:

Coverage: Clinical Perfusionist (CP) positions is a medical professional qualified by academic education, clinical education, and professional credentialing to provide extracorporeal patient care services. Patient care services include conducting and managing cardiopulmonary bypass, autotransfusion, intra-aortic counter pulsation and may include ventricular assistance and extracorporeal membrane oxygenation. CPs are responsible for the selection of appropriate equipment and techniques necessary for the support, treatment, measurement, and supplementation of the cardiopulmonary system of a patient. They use a comprehensive understanding of anatomy, physiology, physics, pharmaceutical administration and mechanics of extracorporeal circulation to provide monitoring, analysis and treatment of patient physiologic conditions to maintain blood pressure, anticoagulation, myocardial electromechanical silence and preservation (with unique administration of cardioplegia), thermal regulation, fluid balance, electrolyte/acid-base balance and blood gas composition according to established guidelines and protocols. The scope of practice of the CP is a dynamic and continuously evolving profession with emerging areas of practice.

2.1. Staff/Facility

2.1.1. License: All licenses held by the key personnel working on this contract shall be full and unrestricted license to the services covered by this contract issued in any State, Territory, or Commonwealth of the United States or the District of Columbia. Contract personnel shall submit evidence of current, full and unrestricted licenses, registration, certification, and/or other relevant credentials for verification prior to appointment and throughout the employment process, as requested by the COR. Contractor is responsible for keeping the COR informed of anything that would adversely affect or otherwise limit their clinical privileges. Failure to meet this requirement may result in termination of the contract.

2.1.2. Board Certification**:** The contractor's employees and any subcontractors shall have all licenses, permits, and certifications as required by law and this contract. All Perfusionists/Autotransfusionist shall be certified with at least a minimum of ten (10) years of experience. All Perfusionists shall be a graduate of an accredited Allied Health Education Program School of Perfusion Technology and shall be certified by the American Board of Cardiovascular Perfusion, demonstrate evidence of meeting continuing education requirements and shall have performed a minimum of 1000 clinical cases. Experience shall be demonstrated in the following areas: Open heart surgery, autotransfusion, heart lung machine, membrane oxygenation, left/right heart bypass, intra-aortic balloon pumping and centrifugal ventricular assist device.

2.1.2.1. The Perfusionist/Autotransfusionist shall have only a certification as an Autotransfusionist. All continuing education courses required for maintaining certification must always be kept up to date. Documentation

verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance. A folder with the stated qualifications will be maintained by the COR.

2.1.2.2. Health Aid and Technician-Perfusion Assistant shall have a curriculum vitae or resume and documentation of previous experience working with heater cooler devices particularly in the context of cardiothoracic surgical procedures.

2.1.3. Credentialing and Privileging Applicable to the Perfusionist/Autotransfusionist**:** Contract Perfusionist/Autotransfusionist fulfilling the conditions of the contract shall be subject to all bylaws, rules, and regulations of the VACHS. Each Perfusionist/Autotransfusionist shall be credentialed and privileged (if required) prior to providing services and must be found acceptable by the Facility Medical Executive Board and Medical Center Director (or designee). Credentialing and privileging is to be completed in accordance with VHA Directive 1100.20 and VHA Directive 1100.21 referenced above. The ability for an individual Perfusionist/Autotransfusionist to continue to render services under the contract shall be dependent upon demonstration of clinical competence. Clinical competency shall be assessed on an ongoing basis for all Perfusionists/Autotransfusionists and shall be reported as practitioner specific practice information, in compliance with an accreditation body with equal or better standards to The Joint Commission.

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

2.1.4. Technical Proficiency: Contract personnel(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 shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contract personnel(s) and contract personnel(s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior. All contract perfusionist(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, in addition, read and write in Spanish fluently.

2.1.5. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs

as required or requested by the facility. Contract personnel(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credential's office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for contract personnel(s).

2.1.6. Training (ACLS, BLS, EHR and VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contractor's physician(s) as required by the VA. Other training may become required. VA will communicate any changes to the training requirement to the contractor. The contractor must complete an initial week orientation and training session prior to start providing care to patient.

Training (The following training is mandatory per VHACO for Contracted Physicians)	Frequency (once a year, etc.)	Annual Hours
New Employee Orientation	once per employee	40 hours
ACLS/BLS	once a year	1 hour
Active Threat Training	once a year	1 hour
Blood Administration: Complications	once a year	1 hour
EHR	once a year	1 hour
Government Ethics	once a year	1 hour
Hospice and Palliative Care for VA Clinicians	once a year	1 hour
Military Sexual Trauma (MST) for Medical Providers	once a year	1 hour
Moderate Sedation In-Service Training	once a year	1 hour
PACT Act 2022 Toxic Exposure Screening (TES)	once a year	1 hour
Patient Abuse	once a year	1 hour
Patient Rights	once a year	1 hour

Patient Safety	once a year	1 hour
Prevention/Management of Disruptive Behavior/Violence Prevention Level I	once a year	1 hour
Prevention of Workplace Harassment/No Fear Act	once a year	1 hour
Suicide Prevention: Suicide Risk Management Training for Clinicians	once a year	1 hour
SUX Infection Control and Blood Borne Pathogens	once a year	1 hour
VA Core Values Training (ICARE Recommitment)	once a year	1 hour
VA Privacy and Information Security Awareness and Rules of Behavior	once a year	1 hour
VHA MRI Safety Training Level 1 Training (all who enter MRI suites)	once a year	1 hour
VHA Privacy and HIPAA Focused Training	once a year	1 hour
VISTA Imaging	once a year	1 hour
Other Training per local facility	once a year	As needed

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

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

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

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

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

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

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

2.1.7.7. 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 https://apic.org/Resource_/TinyMceFileManager/Practice_Guidance/IC-HealthCare-Personnel.pdf) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.

2.1.8. National Provider Identification (NPI)**:** NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the quote.

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

2.1.10. Citizenship related Requirements:

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

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

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

the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

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

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

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

2.1.11.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site referenced above to ensure that the proposed contract physician (s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

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

2.2. Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Directive 1100.20 and VHA Directive 1100.21. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the facility COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the

CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.

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

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

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

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

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

2.7.1. Workers' compensation

2.7.2. Professional liability insurance

2.7.3. Health examinations to include:

2.7.3.1. Annual TB Skin Test and recent chest X-ray if there is a history of positive TB skin test.

2.7.3.2. Evidence of Hepatitis B immunity (hepatitis immune titer, if the individual has had the series of shots; if no immunity, evidence that the individual has started the Hepatitis B vaccination series

2.7.3.3. Evidence of a Hepatitis C titer

2.7.3.4. Varicella titer if contracted employee has not had chicken pox.

2.7.4. Income tax withholding, and

2.7.5. Social security payments

2.8. Tort Liability: The Federal Tort Claims Act does not cover Contractor or contract personnel(s). When Contractor or contract personnel(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 provider (s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.9. Key Personnel:

2.9.1. The VA Full Time Equivalency (FTE): FTE is defined by VA as a minimum of 80 hours every two (2) weeks and does not include holidays. The contractor shall provide three (3) Full Time Equivalency Employees (FTEEs), consisting of two (2) Board Certified Perfusionists/Autotransfusionist and one (1) Health Aid and Technician-Perfusionist Assistant located at the VACHS in San Juan, Puerto Rico.

An additional Health Aid and Technician-Perfusion Assistant should be identified in case of substitution.

Key Personnel – Please Provide Names

2.9.2. The number of Board Certified Perfusionists required to be on site on a daily basis is one on site (1) during regular business hours, while one (1) is required to be on call at all times.

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

2.10 Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 15 calendar 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.

2.10.1 The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed

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

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

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

2.10.4 The CO and COR shall deal with issues raised concerning Contract personnel(s) conduct. The final arbiter on questions of acceptability is the CO.

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

2.10.6 **Note:** Evidence of completion of required licensure, credentials, required training, current competencies and background investigations must be validated for all contractor personnel referred to perform services under this contract prior to providing direct patient care. Contractor shall not have any personnel report to duty until written notification is received from the Contracting Officer advising that the candidate (s) presented has met all requirements for contract performance.

3. VA HOURS OF OPERATION/SCHEDULING:

3.1. VA Business Hours: VA business hours/hours of operation are 8:00 a.m. to 4:30 p.m. plus on-call duties

3.1.1. Work Schedule: Regular work hours are Monday through Friday for eight (8) hours a day from 7:00 a.m. to 3:30 p.m.

3.1.2. The Perfusionist/Autotransfusionist services are required for an estimated 912 hours per year on Monday and Wednesday, eight (8) hours shift basis to support these procedures and patients that are in the Intensive Care Unit requiring balloon pump/Extracorporeal Membrane Oxygenation (ECMO) support. One (1) perfusionist FTEE shall be used to support the emergency services as well as provide for coverage during vacation, illness, etc.

3.1.3. Off-hours Coverage: It is required by the contractor that one (1) of the full time Perfusionist be in an on-call status for 24 hours a day and seven (7) days a week including all Federal Holidays and be within 30 minutes of the facility to support these emergent cases (after clinical hours on Mondays and Wednesdays, and Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days.) Any hours worked during an on-call status for an emergency procedure shall be paid the same rate as regular tour hours.

The Health Aid and Technician-Perfusion Assistant is required to provide cleaning and maintenance services to the heather coolers machines on a biweekly basis to maintain it clean and sterile complying with VA environmental protection standards.

Performance Requirements for the Health Aid Technician (Cleaning Heater Coolers used in Cardiothoracic Surgeries):

1. **Biweekly Visual Inspection:**

Every two weeks, the technician will conduct a thorough visual inspection of the heater cooler machines to ensure the equipment is free from visible residues, including blood, cleaning solutions, or other contaminants.

2. **Quarterly Laboratory Testing:**

Water samples from the Cardio-Quip HCD equipment devices will be collected quarterly and analyzed by a laboratory to confirm effective cleaning and disinfection. The sample analysis will include:

- Heterotrophic Plate Count (HPC)
- E. Coli
- Total Coliforms

3. Additional Testing Protocol:

If HPC results are below <200 CFU/ml, a second round of sampling will be conducted to test for:

- Pseudomonas Aeruginosa
- Non-Tuberculous Mycobacteria (NTM)

These services shall be performed any day of the week (Monday to Friday), prior to coordinating with Operating Room staff.

3.2. Federal Holidays:

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

4. CONTRACTOR RESPONSIBILITIES:

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

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

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

4.2.1. American Board of Cardiovascular Perfusion: http://www.abcp.org

4.2.2. The professional standards of The Joint Commission (TJC): https://www.jointcommission.org/en-us/standards

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

4.2.4. The requirements contained in this PWS.

4.3. MEDICAL RECORDS

4.3.1. Authorities: Contract personnel(s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the 5 U.S.C.552a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a

(Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

4.3.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a 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 4.3.4.

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

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

4.3.5. 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.

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

4.3.7. Confidentiality: VA will provide the contract personnel(s) access to pertinent patient medical information, within the existing privacy rules and regulations, for the purpose of providing coordinated comprehensive primary care. Contract personnel(s) shall ensure the confidentiality of all patient information and shall be held liable in the event of the breach of confidentiality.

4.3.8. Personal Identity Verification (PIV): Contract personnel(s) shall participate in computer security and documentation training as is all personnel practicing within the VA Medical Center. Contract personnel(s) shall comply with facility requirements to obtain personal security investigations, installation access and participate in the computer security and documentation training.

4.3.9. Contract personnel(s) shall provide medical record documentation in accordance with rules and regulations of the medical staff and medical staff by laws. Reference Policy Memorandum No. 136-1, Change 2 to Appendix B dated Sept. 29, 2000, Control of Medical Records and in accordance with Policy Memorandum 136-1, Change 2 to Appendix A dated September 29, 2000, Completion of Medical Records.

4.3.10. Records created by contract personnel(s) in the course of treating VA patients under this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. Contract personnel(s) shall maintain computer access and prepare for cases the following day by obtaining the patient information and record within the current electronic health record system for review.

4.3.11. Contract personnel(s) shall participate in quality improvement projects, initiatives, and reporting as requested.

4.3.11.1. VA utilizes a fully automated electronic medical record. The EMR consists of two primary components. The first is the Veterans Health Information System and Technology Architecture (VISTA), which consists of commercial hardware and software developed by the VA. VISTA is a collection of over 100 applications that make up a comprehensive hospital information system. It includes both medical records and clinical applications or packages such as order entry, progress note, laboratory, radiology, and scheduling/admission-discharge-transfer and discharge summary. The present VISTA packages combined comprise an estimated 80 percent of the information maintained in the EMR. Contract personnel(s) shall be responsible for viewing the patient record within the EHR and will not be utilizing the VISTA system.

4.3.11.2. Upon transfusion of components, the Perfusionists are responsible for completing the required information on the SF-518 form (Record of Transfusion on the Standard Form 518) to include pre-transfusion data and post-transfusion data. The completed original SF-518 shall be scanned into the patient's chart, and a copy of the SF-518 shall be placed in the designated location for return to the Blood Bank. Under no circumstances will the SF-518 be discarded.

4.3.11.3. The second component uses optical disk imaging technology to meet the remaining 20 percent of the EMR information needs such as advance directive/guardianship papers, medical record documentation from non-VA facilities and informed consents.

4.3.11.4. VA will provide the necessary training to contract personnel(s) on the proper use and operation of the current computerized medical records system (Electronic Health Record - EHR). Contractor agrees and shall instruct their employees in signing computer security access agreements and is bound by confidentiality and release of information restrictions. For purposes of clarity, where the VA Forms reference “Contracted Employee Name” it shall mean “Contractor’s Employee Name.”

4.4. Direct Patient Care: 90% of the time involved in direct patient care. The Perfusionists and Autotransfusionist role will be 90% to patient care related.

4.4.1. Scope of Care: Contract personnel(s) (as appropriate and within scope of practice/privileging) shall be responsible for providing Perfusion/Autotransfusion care, including, but not limited to:

4.4.1.1. All Perfusionists shall assist the Cardio-Thoracic service with by-pass surgical cases and valve replacement of various types. The contractor shall perform onsite Perfusion/Autotransfusion Services in the treatment of care for eligible veteran beneficiaries as referred and authorized by the VACHS. The Perfusionists are responsible for preparation, and operation of the heart and lung machines/pumps in conjunction with maintaining a sterile environment for procedures maintaining blood volume in the patients preventing shock or air embolus. Assemble supplies and equipment in preparation to accept patient on extra corporeal circulation in cases of premature cardiac arrest or failure. Other services include preparation, maintenance and operation of VA owned equipment to include the heart lung machine, auto transfusion pump, intra-aortic balloon pump and centrifugal ventricular assist device.

4.4.1.2. The Autotransfusionist is responsible to check the OR schedule daily for surgical procedures requiring Autotransfusionist services; coordinate scheduled periodic preventative maintenance and repair calls for VA owned equipment and maintain a record of such; assure a minimum of four complete sets of supplies for open heart and Autotransfusion cases are available at any given time; sets up and operates Autotransfusion pump for surgical procedures other than

open heart. Also, generates a record during each surgical case to include the surgical time of the procedure and the amount of autotransfused blood given to Anesthesiology for delivery to the patient and handle breakdown of disposable within autotransfusion pump after completion of each procedure.

4.4.1.3. Reporting Information for Treatment: Access to the VA EHR shall be provided to the perfusionists/autotransfusionist, including the ability to printout a report of those services provided by the perfusionists/autotransfusionist. A detailed treatment plan which includes an initial assessment, recommended plan of treatment and expected outcomes will be entered in the patient's clinical record within twenty-four hours of initiating treatment and at a minimum contain the following information:

- Patient’s name and identification number
- Treating Physician's name and telephone number for follow-up questions
- Pertinent History
- Physical Findings
- Summary of the Recommended Treatment Plan
- **Date treatment was initiated or is planned**
- Anticipated or actual date that treatment was completed
- Follow-up Recommendations/Results of the Treatment
- Instructions given to the patient

4.4.1.4. It is the Perfusionists responsibility to view the patient record within the current electronic health record prior to the surgery to review the surgeon’s plan of care.

4.5. **ADMINISTRATIVE**: estimated 10% of time not involved in direct patient care. The Perfusionists/Autotransfusionist role shall be 10% administrative. The administrative tasks shall include identifying supplies needed to perform required duties and to inform the Logistics Department (which is responsible for ordering/reordering supplies), completion of any required training, and documentation of cases.

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

4.5.2. Staff Meetings: The Contractor’s physician(s) shall attend staff meetings as required by the facility Chief of Service, Chief of Staff, or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

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

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

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

4.6.1. Quality Management/Quality Assurance Surveillance: Contract personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted. Contract monitoring will be accomplished through a record keeping system (attendance log) maintained by the Chief, Surgical Service in order to reconcile payments. Contractor's employees shall sign in and sign out of the attendance log indicating the dates and times worked. Procedure documentation shall be maintained by the contractor and shall be signed by the contractor's employee(s). The Chief, Cardio-Thoracic Section shall certify the actual number of procedures completed. Copies of the procedure documentation sheets shall be forwarded to the Chief, Surgical Service for review and concurrence. The Chief, Surgical Service is responsible for monitoring the professional components of the contract. All adverse actions shall be reported to the Contracting Officer immediately. The Contracting Officer and COR shall examine methodologies and quality control procedures during the contract term. All activities shall comply with Joint Commission standards and the policies and procedures of the VACHS.

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

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

4.6.4. Performance Standards:

4.6.4.1. Measure: Provider Quality Performance

Performance Requirement: Ongoing Provider Performance Evaluation (OPPE) shall perform in accordance with clinical standards.

Standard: OPPE documentation for all (100%) staff providing services under the contract

Acceptable Quality Level: 100% meets standards.

Surveillance Method: OPPE data pertinent to care performed for each provider working under this contract. OPPE data will review the following elements:

a. Patience Care Performance
b. Medical/Clinical knowledge
c. Practiced Based Learning & Improvement
d. Interpersonal & Communication Skills
e. Professionalism
f. System Based Practice

Frequency: Quarterly

4.6.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: All contract Perfusionists shall have current certification in accordance with American Board of Cardiovascular Perfusion and maintain license, registration and/or certification.

Autotransfusionist shall have only a certification as an Autotransfusionist.

Standard: All Perfusionists/Autotransfusionist shall be certified and compliant with all certifications

Acceptable Quality Level: 100% meets standards.

Surveillance Method: Random Sampling of qualification documents

Frequency: Annually

4.6.4.3. Measure: Scope of Practice/Privileging

Performance Requirement: Contract personnel(s) perform within their individual scopes of practice/privileging.

Standard: All (100%) contract personnel(s) perform within their scope of practice/privileges 100% of the time

Acceptable Quality Level: 100% meets standards.

Surveillance Method: Random Sampling of records

Frequency: Annually

4.6.4.4. Measure: Patient Access (A)

Performance Requirement: Patient must receive treatment in a timely manner.

Standard: Perfusionists shall be onsite and available during all scheduled OR hours and within 30 minutes of the facility

Acceptable Quality Level: 100% meets standards.

Surveillance Method: Periodic Inspection

Frequency: Quarterly

4.6.4.5. Measure: Patient Access (B)

Performance Requirement: Perfusionists/Autotransfusionist shall be available and be in location as needed to properly perform tasks as specified.

Standard: Perfusionists shall be onsite and available during all scheduled OR hours and within 30 minutes of the facility

Acceptable Quality Level: 95% meets standards.

Surveillance Method: Random Sampling of Time and Attendance Sheets

Frequency: Quarterly

4.6.4.6. Measure: Patient Safety

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

Standard: All of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident

Acceptable Quality Level: 100% meets standards.

Surveillance Method: Direct Observation and periodic inspection

Frequency: Quarterly

4.6.4.7. Measure: Maintains licensing, registration, and certification

Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed.

Licensing and registration information shall be kept current.

Standard: All licensing, registration(s) and certification(s) for contract personnel(s) shall be provided as they are renewed

Licensing and registration information shall be kept current. No acceptable deviation.

Acceptable Quality Level: 100% meets standards.

Surveillance Method: Periodic Inspection and Random Sampling

Frequency: Annually

4.6.4.8. Measure: Mandatory Training, Privacy, Confidentiality and HIPAA

Performance Requirement: Contractor personnel(s) shall complete all required training on time per facility policy. Contractor personnel(s) is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality, and HIPAA and complies with all standards Zero breaches of privacy or confidentiality.

Standard: All contractor personnel(s) shall comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality, and HIPAA.

Acceptable Quality Level: 100% meets standards.

Surveillance Method: Periodic Inspection. Contractor personnel(s) shall provide evidence of annual training required by the facility, reports violations per VA Directive 6500.6.

Frequency: Annually

4.6.4.9. Measure: Clinical Information Return

Performance Requirement: Perfusionists shall be responsible to check and compute all calculations of perfusion, autotransfusion and cell saver treatments.

Standard: All cases

Acceptable Quality Level: 100% meets standards.

Surveillance Method: Direct observation and random sampling

Frequency: Quarterly

4.6.4.10. Measure: Documentation/Timesheet

Performance Requirement: Time Sheet Documentation to be completed weekly and turned into Section Chief for concurrence

Standard: Weekly

Acceptable Quality Level: 95% meets standards.

Surveillance Method: Periodic inspection and random sampling

Frequency: Weekly

4.6.5. Registration with Contractor Performance Assessment Reporting System

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

4.6.5.2. Each contractor whose contract award is estimated to exceed the Simplified Acquisition Threshold is required to register with CPARS database at the following web address: http://www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award and must be kept current should there be any change to the contractor's registered representative.

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

4.6.5.4. Failure to have a current registration in the CPARS database, or to re-assign the report to the VA contracting officer 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.

5. GOVERNMENT RESPONSIBILITIES:

5.1. VA Support Personnel, Services or Equipment: VA owned equipment list:

- Heart lung machine
- Auto transfusion pump
- Intra-aortic balloon pump

- Centrifugal ventricular assist device

5.2. The Perfusionists are responsible for preparation, operation and maintenance of the heart and lung machines/pump, auto transfusion pump, intra-aortic balloon pump and centrifugal ventricular assist device.

5.3. The Autotransfusionist is responsible for coordinating scheduled periodic preventative maintenance and repair calls for VA owned equipment and maintain record as such; sets up and operates autotransfusion pump for surgical procedures other than open heart.

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

CO: Fernando G. Defillo, Fernando.defillo@va.gov

COR: Jairo Dejesus-Ramirez, Jairo.DeJesus-Ramirez@va.gov

COR: Maritere Rodriguez Ruiz, Maritere.rodriguez-ruiz@va.gov

5.5. CO RESPONSIBILITIES:

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

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

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

5.6. COR RESPONSIBILITIES:

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

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

5.6.3. The COR will maintain a record-keeping system of services by the use of the EHR computer system (Electronic health record system used by the VA). The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

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

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

5.7. Monitoring/Reporting Procedures: The service to be performed by the contractor will be under the direction of the Chief, Surgical Services of the facility. Contract monitoring of authorized procedures shall be accomplished through records reviewed by the Chief, Surgical Services who will be responsible for monitoring the professional components of the contract.

5.7.1. The contractor shall submit monthly reports to the Contracting Officer's Representative (COR) summarizing services rendered to include a time sheet for all contract employees as well as a report of the completed procedures. The COR shall determine the report format and contents with concurrence from the provider and the Chief of Surgical Service. The report shall be submitted no later than the 10th calendar day of each month. Reports shall verify:

Dates and times the contractor was performing work within the facility.

Date of procedure

Name of procedure

Contract Employee's Name

Patient's Name

Patient's identification Number

5.7.2. The contractor shall provide a written statement quarterly to the Chief, Surgical Service regarding a summary of performance. The report shall be submitted directly to the Contracting Officer's Representative who shall distribute to the appropriate parties. The report shall be submitted no later than the 10th calendar day of each month.

5.7.3. Contractor's employees shall also be monitored utilizing signed procedure notes. The Government will evaluate the quality of professional and administrative services provided but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment).

6. SPECIAL CONTRACT REQUIREMENTS

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

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

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards	Upon quote and as frequently as indicated in the performance standards.	Contracting Officer
Copy of Subcontracting Plan is required for all large businesses. Copy of Contractor Certification Statement if no subcontracting possibilities exist.	Upon quote and as updated	Contracting Officer
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon quote and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer
Certification that staff list has been compared to OIG list	Upon quote and upon new hires.	Contracting Officer

Proof of Indemnification and Medical Liability Insurance	Upon quote and upon renewals.	Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	Contracting Officer
ACLS/BLS Certification	Upon award and every two years after award.	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the contract	Upon quote and as updated	COR

6.2. Billing:

6.2.1. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th workday of the following month in which services were rendered. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a "proper" invoice in accordance with FAR 52.212-4 (g), all invoices must include:

6.2.1.1. Name and Address of Contractor

6.2.1.2. Invoice Date and Invoice Number

6.2.1.3. Contract Number and Purchase/Task Order Number

6.2.1.4. Date of Service

6.2.1.5. Contractor's physician(s) (*Name of Contractor's employee)*

6.2.1.6. Hourly Rate

6.2.1.7. Quantity of hours worked

6.2.1.8. Total price

6.3. Vendor Electronic Invoice Submission Method: Invoices will be electronically submitted to the Tungsten website at https://www.tungstenautomation.com/. Tungsten Automation direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten Automation will confirm your Taxpayer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. To successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted through Tungsten Automation to the VA-FSC

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

Tungsten Support
Phone: 1-877-489-6135
Website: https://www.tungstenautomation.com/
Department of Veterans Affairs Financial Service Center
https://www.fsc.va.gov/einvoice.asp

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

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

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

6.5. Contractor Security Requirements (VA Handbook 6500.6): 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.

See attachment D – 6 VA Handbook 6500.6 Appendix C.

SECTION C - CONTRACT CLAUSES

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

(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.

(End of Clause)

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

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

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

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

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

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

(End of Clause)

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

52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	NOV 2021
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION NOV 2025)	OCT 2018
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION NOV 2025)	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION NOV 2025)	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION NOV 2025)	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION NOV 2025)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION NOV 2025)	NOV 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION NOV 2025)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION NOV 2025)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION NOV 2025)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION NOV 2025)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION NOV 2025)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION NOV 2025)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION NOV 2025)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION NOV 2025)	NOV 2025
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE	NOV 2025

	ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION NOV 2025)	
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION NOV 2025)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION NOV2025)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION SEP 2025)	SEP 2025
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION NOV 2025)	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.240-93	BASIC SAFEGAURDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION NOV 2025)	NOV 2025
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION APR 2026)	OCT 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION FEB 2026)	MAR 2026
852.204-71	INFORMATION AND INFORMATION SYSTEMS SECURITY	FEB 2023
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION JAN 2023)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.219-70	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEVIATION JAN 2023)	JAN 2023

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
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019

C.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/01/2026 through 08/31/2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

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

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

(1) Any order for a single item in excess of $4,000,000.00;

(2) Any order for a combination of items in excess of $4,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 365 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (NOV 2023) (DEVIATION NOV 2025)

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

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

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

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

(End of Clause)

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

C.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.10 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from

executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft)

that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original

equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

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

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

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

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

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

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

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

(End of Provision)

C.11 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

C.12 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.

(End of Clause)

C.13 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 lowertier 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 per occurrence $3,000,000.00 aggregate

(End of Clause)

C.14 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 30 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.

(End of Clause)

C.15 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: D 1 - Conflict of Interest.
See attached document: D 2 - Certification of Immigration and Nationality Act.
See attached document: D 3 - Contractor Rules of Behavior.
See attached document: D 5 - Past Performance Questionnaire -SJ.
See attached document: D 6 - Contractor Security Requirements -VA Handbook 6500.6.
See attached document: D 7 - Perfusion-Autotransfusion Services QASP.

SECTION E - SOLICITATION PROVISIONS

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

(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.

(End of Provision)

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

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

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

INSTRUCTIONS TO OFFERORS

To provide a basis for sound evaluation by the government, contractors shall submit a complete proposal. The information provided shall be concise, factual, and complete. Proposals will be considered only from contractors that are regularly established in the business and in the judgment of the government, are deemed financially responsible and able to show evidence of experience and have submitted the complete documentation requested.

All questions shall be submitted in writing no later than Wednesday, July 29, 2026, at 12:00 PM Eastern Standard Time (EST). Questions shall be submitted via email to Fernando G. Defillo, Contracting Officer at the following email address: Fernando.defillo@va.gov . Answers to questions will be addressed via an amendment to the solicitation and will be posted to SAM.gov.

Contractors are hereby advised that any imposed terms and conditions which deviate from the Government’s material terms and conditions established in the solicitation may render their quotes unacceptable and ineligible for award. Quotes shall be submitted

electronically. It is the responsibility of the contractor to follow up to ensure that the quote was received no later than the due time of the Request for Quote (RFQ).

Contractors are cautioned to follow instructions fully and carefully, as the Government reserves the right to make an award based on initial quotes received, without discussions. Therefore, each initial offer should contain the contractor's best terms from a price and technical standpoint.

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

QUOTE SUBMISSION INSTRUCTIONS

FORMAT

The contractor's quote shall be submitted electronically by the date and time indicated in the RFQ. The contractor quote shall consist of four (4) separate volumes: General, Technical Capability, Past Performance, and Price.

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

VOLUMES

Volume I – General.

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

2. Section B.1, Continuation of SF1449 Blocks, Contract Administration Data, Fill in: B.1.1.a. Contractor Information; and section five (5) Acknowledgment of Amendments, if applicable.

3. Review and Complete as applicable the required attachments as identified in Section D, attachments one (D.1) through seven (D.7) and return all applicable documents.

    - Failure to provide the information and in the format required in Volume I will deem the quote unacceptable/ineligible and exclude the contractor from further consideration.

Volume 2 – Factor One (1) Technical Capability.

Technical Subfactor A: Qualifications & Experience of Candidate(s): For each candidate employed by the organization, the following documentation is required for submission:

Documents to Demonstrate Experience:

I Perfusionist

1. Offeror shall submit a listing of personnel in the following format within the Schedule of Services:
    a. Name: _____
    b. Title/Level of Experience: _____.
    c. Place Most Recently Worked or Currently Working _____.
2. Curriculum Vitae of each key personnel.
3. Licenses: Copies of all licenses, certifications, to include primary source verification of all licensed and certified staff as referenced in the PWS section 6.1.1.
   Board Certification: Submit record of board certification as referenced in the PWS 2.1.2.
4. Proof of Indemnification and Medical Liability Insurance as referenced in the PWS section 6.1.1.
5. Copy of Subcontracting Plan is required for all large business. Copy of Contractor Certification Statement if no subcontracting possibility exists as referenced in the PWS section 6.1.1.

II Health Aid Technician

1. Offeror shall submit a listing of personnel in the following format within the Schedule of Services:
    a. Name: _____
    b. Title/Level of Experience: _____.
    c. Place Most Recently Worked or Currently Working _____.
2. Curriculum Vitae or Resume of previous experience working with heater cooler devise, particularly in the context of cardiothoracic surgical procedures.

- Failure to provide the information and in the format required in Volume II, Technical Subfactor A will deem the quote unacceptable/ineligible and exclude the contractor from further consideration.

Technical Subfactor B: Staffing Plan of Organization: The Government will evaluate this subfactor to the determine the extend the contractor's ability to provide personnel substitution and contingency plan.

1) Provide a staffing plan to demonstrate the ability to adequately cover the following contractual requirements:

a. Contractor shall discuss the ability to provide personnel and emergency substitutions as referenced in the PWS.

b. Contractor shall describe the Contingency Plan: Contingency Plan as referenced in the PWS, if the contract personnel(s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

c. Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting contract requirements and performance standards.

- Failure to provide the information and in the format required in Volume II, Technical Subfactor B will deem the quote unacceptable/ineligible and exclude the contractor from further consideration.

Volume 3 – Factor Two (2) Past Performance.

To evaluate the candidates part performance, provide up to three (3) references of responsible individuals who would have firsthand knowledge of the candidates who may be assigned as part of this contract.

1. Company Name/Division Name

2. Product/Service

3. Contracting Agency/Customer

4. Contract Number

5. Contract Dollar Value

6. Period of Performance

7. Name, address, and telephone for the Assessor

To evaluate the contractor's part performance, provide a maximum two (2) Past Performance Questionnaires, attachment five (D.5), which shall be completed by the Contractor's reference(s) and not by any contractor employee. The questionnaires shall be returned by the Assessor directly to the Contracting Officer via email to Fernando.defillo@va.gov no later than the time and date on block 8 of the SF1449.

- Failure to provide the information and in the format required in Volume III, will not deem the quote unacceptable/ineligible, quotes that include relevant past performance will be evaluated more favorably.

Volume 4 – Price.

Insert the quoted unit cost and total annual cost in Section B.2, Price Schedule, for each contract line-item numbers (LINs) 0001, 0002, 0003, 0004 and 0005, for each for the Base Year and each Option Year. The total annual cost for the base period shall equal the unit cost multiplied by quantity. The annual quantity required for each period of performance is listed in Section B.2 Price Schedule.

- Failure to provide the information and in the format required in Volume IV, will deem the quote unacceptable/ineligible and exclude the contractor from further consideration.

52.212-1(c) is hereby tailored to extend the period of acceptance of quotations from 30 days to 120 days.

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

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

Evaluation—Commercial Products and Commercial Services (Deviation Date)

a) Basis for Award: The Government will award a contract to the responsible contractor whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered. In determining which quote provides the best value to the Government, non-price (technical) evaluation factors are significantly more important than evaluated price. The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that is best suited and provides the best value, considering the evaluation factors in this solicitation.

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

c) By submission of its quotation, the contractor agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in being considered unacceptable and/or non-responsive.

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

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

FACTOR ONE (1): Technical Capability:

Subfactor A: Qualifications and Experience of Candidates:

The Government will conduct a comparative evaluation of this subfactor to determine the relative strength of each proposed candidate's qualifications and experience in performing the required services. In doing so, the Government will compare the degree to which each candidate's documented experience, professional credentials, licensure, certifications, and demonstrated capability align with and exceed the minimum requirements described in the Performance Work Statement (PWS).

This evaluation is not a standalone, pass/fail review; instead, the Government will assess how well each candidate's qualifications compare to those of competing candidates. The Government will consider the relevancy, depth, and breadth of each candidate's professional background, including recent work history, specialized experience, and substantiated competencies, to determine which candidates provide greater benefit and reduced performance risk.

During this comparative evaluation, the Government may identify distinguishing factors such as advanced certifications, superior experience levels, broader clinical or technical exposure, or more robust documentation supporting the candidate's ability to meet or exceed PWS requirements. These distinguishing factors will inform the Government's judgment regarding which candidate(s) offer the most advantageous combination of qualifications and experience. Ultimately, the Government will determine which proposed candidate(s), when compared to others, present the highest likelihood of successful performance and value to the Government.

Subfactor B: Company Staffing Plan of Organization:

The Government will conduct a comparative evaluation of this subfactor to determine the degree to which each Offeror's staffing plan demonstrates a robust, reliable, and well-structured approach for providing personnel, managing substitutions, and executing contingency operations as required by the Performance Work Statement (PWS). Rather than evaluating each plan on a pass/fail basis, the Government will compare the clarity, completeness, and overall effectiveness of each Offeror's proposed methods against competing submissions.

In performing this comparative evaluation, the Government will examine how well each Offeror articulates its ability to provide uninterrupted services, including the adequacy of proposed emergency and routine substitution procedures and the feasibility of the contingency plan. The Government will consider distinguishing factors such as depth of available staffing resources, demonstrated surge capability, documented cross-coverage arrangements, and the reliability of proposed escalation and communication processes.

The Government will assess whether the staffing plan convincingly shows that the contractor can maintain continuous service delivery in scenarios involving absences, emergencies, or unforeseen workload fluctuations. Plans that present more comprehensive, detailed, and operationally sound approaches—supported by organizational structures that reduce performance risk—may be viewed as offering greater value when compared to others. Ultimately, this comparative evaluation will determine which Offeror provides the strongest assurance of uninterrupted continuity of services as required under the PWS.

FACTOR TWO (2): Past Performance

The Government will conduct a comparative evaluation of past performance to determine the degree to which each vendor's record of previous contract execution demonstrates a likelihood of successful performance under this solicitation. The information submitted by vendors, along with data obtained from other sources available to the Government, will be compared to assess relative strengths, weaknesses, and the overall quality of performance histories.

During this evaluation, the Government will consider the relevancy of each referenced contract—including similarity of size, scope, and complexity—and will compare vendors based on demonstrated performance in areas such as timeliness of delivery, quality of services, responsiveness, professional conduct, and any history of malpractice claims or adverse performance actions. The Government will also review the performance of proposed major subcontractors insofar as it relates to the vendor's overall probability of successful contract execution.

In addition to vendor-submitted information, the Government may use data from its internal records, CPARS, questionnaires, correspondence, or other reliable sources it deems appropriate. While the Government may consult external information, vendors bear the responsibility for providing current, accurate, and complete past-performance documents. Vendors with more recent, highly relevant, and consistently positive performance records will be evaluated more favorably when compared to other offerors. Additionally, vendors who provide references from Department of Veterans Affairs Medical Centers may be assessed as offering higher confidence in performance due to demonstrated experience within the VA healthcare environment.

In instances where a vendor lacks a record of relevant past performance or where performance information is unavailable, the vendor will not be rated favorably or unfavorably. Such vendors will be considered neutral in comparison to others. The comparative evaluation process will ultimately determine which vendors' past performance histories provide the greatest assurance of reliability and high-quality service for the VA.

FACTOR THREE (3): Price

Except when it is determined in accordance with FAR Overhaul 17.206 (b) not to be in the Government's best interest, the Government will evaluate quotations for award purposes by adding the total price for all options to the total price for the basic requirement. The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised.

The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8. The Government will evaluate all proposals for fairness and reasonableness. In performing the comparative evaluation, the Government will favor the contractor whose total evaluated price is the lowest *and* whose technical factor and subfactor ratings are the highest under the established evaluation scheme.

FACTOR FOUR (4): Socioeconomic Status

Preference will be given to SDVOSBs, or VOSBs whose quotation is equal to or exceeds all other quotations in non-price and price factors and provides the best value to the Government. Furthermore, preference will be given to the SDVOSB whose quotation is equal to or exceeds the other quotations of any VOSB and provides the best value to the Government. Eligible and certified SDVOSBs will receive full credit and VOSBs will receive partial credit. To receive credit, the contractor must be listed at the time of submission of the quotation and at time of award, as a certified SDVOSB/VOSB in the SBA certification database.

Non-veteran contractors quoting to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Quotations must state the name of the certified SDVOSB and VOSB with whom they intend to subcontract, and a brief explanation of the proposed subcontractors must be listed at the time of submission of quotations and at the time of award, as a certified SDVOSB and VOSB.

This factor will be evaluated on a full credit, partial credit, some consideration, or no consideration basis. The contractor and proposed subcontractors must be registered with the U.S. Small Business Administration (SBA) and verified at SBA Small Business Search to receive consideration for this factor. The SDVOSB or VOSB must comply with VAAR Clause 852.219-75 VA Notice of Limitation on Subcontracting - Certificate of

Compliance for Services and Construction in Attachment D., and all applicable clauses will be incorporated into the SDVOSB's or VOSB's resulting contract.

(End of Provision)

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

The Government contemplates award of a contract resulting from this solicitation.

(End of Provision)

E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024) (DEVIATION NOV 2025)

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

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 622110.

(2) The small business size standard is $47 Million.

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

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

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

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

(c) *Representations*.

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

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

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

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

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

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

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

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

(d) *Notice*.

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

(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

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

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

Fernando G. Defillo
Fernando.defillo@va.gov

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

(End of Provision)

E.6 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the

petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting

Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION NOV 2025)	NOV 2025
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION NOV 2025)	OCT 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION SEP 2025)	JUN 2020
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	SEP 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	SEP 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023
852.273-70	LATE OFFERS	NOV 2021
852.273-74	AWARD WITHOUT EXCHANGES	NOV 2021

(End of Addendum to 52.212-1)

E.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an

authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)