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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24526R0009	07/20/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Paschal L. Dawson, paschal.dawson@va.gov		08/14/2026 1000 EST

9. ISSUED BY — CODE 19ACQ

Department of Veterans Affairs
VA MARYLAND HEALTH CARE SYSTEM (VAMHCS)
NCO 5 CONTRACTING OFFICE (19 ACQ)
939 Elkridge Landing Road, Suite 300
Linthicum MD 21090
Paschal L. Dawson, Contracting Officer
NCO 5 Healthcare Resources Team

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

NAICS: 621111

SIZE STANDARD: $16 Million

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

12. DISCOUNT TERMS: NET 30

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

13b. RATING: N/A

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

15. DELIVER TO — CODE

Department of Veterans Affairs
VA MARYLAND HEALTH CARE SYSTEM
Radiation Oncology
10 North Greene Street
Baltimore MD 21201

16. ADMINISTERED BY — CODE 19ACQ

Department of Veterans Affairs
NCO 5 CONTRACTING OFFICE (19 ACQ)
Paschal L. Dawson, Contracting Officer
849 International Drive, Suite 275
Linthicum MD 21090

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 1

PAYMENT WILL BE MADE BY
FSC e-Invoice Payment
Invoice must be submitted electronically
http://www.fsc.va.gov/einvoice.asp
Invoice Setup Information 1-877-489-6135

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Radiation Oncology Physician Services at the Radiation (ROCCC), Baltimore VA Medical Center (VAMC). B.2 Price/Cost Schedule, page 6. Performance Work Statement (PWS), page 10. Contractor shall be responsible for correct wages, titles, compliance with all applicable wage and hour laws. Offerors shall follow the submission instructions specified under Addendum to FAR provisions 52.212-1, included in this solicitation. Failure to follow the instructions provided will result in an unfavorable evaluation and may not be considered for award. Period of Performance (POP): 09/01/2026 - 08/31/2027 with four (4) one-year Ordering Periods. Questions due NLT Thursday, 06 August 2026 at 1200 EST. (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 01 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): PASCHAL L. DAWSON, FAC-C (PROFESSIONAL) CONTRACTING OFFICER — 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. **CONTRACTOR:**

BUSINESS NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
PRIMARY CONTACT POC	
PHONE NUMBER	
EMAIL ADDRESS	
UEI NUMBER	

b. **GOVERNMENT:** Contracting Officer (90C)
Department of Veterans Affairs
VA MARYLAND HEALTH CARE SYSTEM (VAMHCS)
NCO 5 CONTRACTING OFFICE (19 ACQ)
849 International Drive, Suite 275
Linthicum MD 21090
Paschal.Dawson@va.gov

2. **CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor should be mailed to the following address:

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

3. **INVOICES:** Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly, in Arrears

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.

PAYMENT WILL BE MADE BY
FSC e-Invoice Payment
Invoices must be submitted electronically.
http://www.fsc.va.gov/einvoice.asp
Invoice Setup Information 1-877-489-6135

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

AMENDMENT NO	DATE

5. **Secure Fax:** All faxes should contain the following language: *"This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above."*

6. **Please note: System updates may lag policy updates**. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications— Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

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

B.2 SCHEDULE OF SERVICES

The Contractor shall furnish all key personnel to provide services necessary to perform onsite Radiation Oncology Physician Services to eligible beneficiaries of the Department of Veterans Affairs, Baltimore VA Medical Center (VAMC).

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

Place of Performance: Services shall be provided on site in Radiation Oncology Service, Baltimore VA Medical Center, 10 North Greene Street, Baltimore, Maryland 21201.

Pricing Instructions:

The offeror is instructed to edit the number of Sub Line-Item Number (SLIN) to correspond with the number of key personnel submitted for the Line-Item Number (LIN). Other commercial health care Offerors shall identify by title/position or level of experience the key personnel submitted. Also, renumber SLINs if adding or removing Key Personnel.

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

The Procurement Type:

The government contemplates award of fixed-price indefinite delivery/indefinite quantity (IDIQ), delivery order (DO) contract with one base period and four one-year ordering periods. The contract requires the Government to order services and the Contractor to furnish at least the stated minimum quantity of services and additional quantities not to exceed the stated maximum.

The overall contract minimum dollar amount is $25,000.00 and overall maximum dollar amount is $4,000,000.00.

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 Ordering Procedures:

Individual orders shall clearly describe all services to be performed so that full cost or price for the performance of the work can be established when the order is placed. Task Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract.

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.

NOTE: Estimated annual hours are 520 hours (0.25 FTEE) up to 2080 hours (1.0 FTEE).

Period of Performance: BASE ORDERING PERIOD: 09/01/2026 to 08/31/2027

LIN NUMBER	SLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ESTIMATED TOTAL ANNUAL COST
0001	None	Board Certified Radiation Oncology Physician Services (Inclusive of On-Call)	520 hours up to 2080 hours	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	0001a	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
None	0001b	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
LIN 0001 TOTAL FOR BASE TERM				Hours	$	

ORDERING PERIOD 1: 09/01/2027 – 08/31/2028

LIN NUMBER	SLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ESTIMATED TOTAL ANNUAL COST
1001	None	Board Certified Radiation Oncology Physician Services (Inclusive of On-Call)	520 hours up to 2080 hours	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	1001a	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
None	1001b	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
LIN 1001 TOTAL FOR OPTION YEAR 1				Hours	$	

ORDERING PERIOD 2: 09/01/2028 – 08/31/2029

LIN NUMBER	SLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ESTIMATED TOTAL ANNUAL COST
2001	None	Board Certified Radiation Oncology Physician Services. (Inclusive of On-Call)	520 hours up to 2080 hours	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	2001a	Board Certified/Board Eligible Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
None	2001b	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
LIN 2001 TOTAL FOR OPTION YEAR 2				Hours	$	

ORDERING PERIOD 3: 09/01/2029 – 08/31/2030

LIN NUMBER	SLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ESTIMATED TOTAL ANNUAL COST
3001	None	Board Certified Radiation Oncology Physician Services (Inclusive of On-Call)	520 hours up to 2080 hours	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	3001a	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
None	3001b	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
LIN 3001 TOTAL FOR OPTION YEAR 3				Hours	$	

ORDERING PERIOD 4: 09/01/2030 – 08/31/2031

LIN NUMBER	SLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ESTIMATED TOTAL ANNUAL COST
4001	None	Board Certified Radiation Oncology Physician Services (Inclusive of On-Call)	520 hours up to 2080 hours	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	4001a	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
None	4001b	Board Certified Radiation Oncology Physician **NAME:** **TITLE:**		Hours	$_____/HR	$_____
LIN 3001 TOTAL FOR OPTION YEAR 4				Hours	$	

Estimated Grand Total for BASE and FOUR ORDERING PERIODS: _____.

B.3 PERFORMANCE WORK STATEMENT

On-Site Radiation Oncology Physician Services

1. **GENERAL:**

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

1.2. **Place of Performance** - Contractor shall furnish services at the Baltimore VAMC, 10 N. Greene Street, Baltimore, Maryland 21201

1.3. **Authority:** VA Directive 1663 and Title 38 U.S.C 8153 Sharing of Healthcare Resources in combination with FAR Part 12 and FAR Part 15.

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

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

1.4.2. VHA Directive 1003.04: VHA Patient Advocacy

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

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

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

1.4.6. VHA Directive 1100.20 Credentialing of Health Care Providers

1.4.7. VHA Directive 1100.21: Privileging

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

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

1.4.10. VHA Directive 1605.01: Privacy and Release of Information

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

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

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

1.4.14. VHA Directive 1414 Stereotactic Body Radiotherapy

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

1.4.3. US Nuclear Regulatory Commission for management and use of radioactive materials for medical use and radiation safety requirements to include (but not limited to) 10 CFR Parts 19, 20, 30, 33, 35, and 71: http://www.nrc.gov/reading-rm.html

1.5. **ACRONYMS/DEFINITION:**

1.5.1. **AAPM**: American Association of Physics in Medicine

1.5.2. **ABR:** American Board of Radiology

1.5.3. **ACGME**: Accreditation Council for Graduate Medical Education

1.5.4. **ACO**: Administrative Contracting Officer

1.5.5. **ACR:** American College of Radiology

1.5.6. **ALARA:** As low as Reasonably Achievable (Least & lowest radiation exposure possible)

1.5.7. **AOA:** American Osteopathic Association

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

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

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

1.5.11. **CDC:** Centers for Disease Control and Prevention

1.5.12. **CDR**: Contract Discrepancy Report

1.5.13. **CEU:** Certified Education Unit

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

1.5.15. **CME:** Continuing Medical Education

1.5.16. **CMS**: Centers for Medicare and Medicaid Services

1.5.17. **CO:** Contracting Officer

1.5.18. **COR:** Contracting Officer's Representative

1.5.19. **COS:** Chief of Staff

1.5.20. **CPARS:** Contractor Performance Assessment Reporting System

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

1.5.22. **Credentialing**: Credentialing is the process of obtaining, verifying, and assessing the qualification 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.

1.5.23. **DEA:** Drug Enforcement Agency

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

1.5.25. **FSMB:** Federation of State Medical Boards

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

1.5.27. **HHS**: Department of Health and Human Services

1.5.28. **HIPAA**: Health Insurance Portability and Accountability Act

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

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

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

1.5.32. **IROC:** Imaging and Radiation Oncology Core

1.5.33. **ISO**: Information Security Officer

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

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

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

1.5.37. **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).

1.5.38. **NROP:** National Radiation Oncology Program

1.5.39. **NRSC:** National Radiation Safety Committee

1.5.40. **POP**: Period of Performance

1.5.41. **PPD**: Purified Protein Derivative

1.5.42. **PWS:** Performance Work Statement

1.5.43. **QASP:** Quality Assurance Surveillance Plan

1.5.44. **QMP:** Quality Management Program

1.5.45. **SPE:** Senior Procurement Executive

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

1.5.47. **SBRT:** Stereotactic Body Radiotherapy

1.5.48. **TJC:** The Joint Commission

1.5.49. **TLD:** Thermoluminescent Dosimeter- device that measures radiation does

1.5.50. **VA:** Department of Veterans Affairs

1.5.51. **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.

1.5.52. **VHA**: Veterans Health Administration

1.5.53. **VISN:** Veterans Integrated Services Network

1.5.54. **VISTA:** Veterans Information Systems Technology Architecture

2. QUALIFICATIONS:

2.1. License: Contract physician(s) assigned by the Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia.

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

2.2.1 **Contractor's Board-Certified Radiation Oncology Physician:** The Contractor shall provide American Board of Radiology (ABR) certified physicians in the area of Radiation Oncology and contract physicians shall maintain certification throughout the period of performance. In the event that Contractors Radiation Oncology Physician(s) is/are not directly employed by the Contractor's treating facility, documentation must be provided to ensure adequate certification.

2.3. **Credentialing and Privileging** – Credentialing and privileging is to be done in accordance with the provisions of VHA Directive 1100.20 and VHA Directive 1100.21 referenced above. The Contractor is responsible to ensure that proposed physician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any contractor's physician(s) prior to obtaining approval by the Facility Medical Executive Board and Medical Center Director.

2.3.1. If a contractor's physician(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.

2.4. **Qualifications:**

2.4.1. **Experience** - Must have at least five (5) years of documented post-residency experience and at least three (3) years of continuous work experience within the last five (5) years to ensure the radiation oncologist's experience is current and relevant. Radiation Oncologist must be ABR certified.

2.4.1.1. **Five (5) years of experience** – post residency experience with consultations, CT simulations, treatment planning and follow-up.

2.4.1.2. **Five (5) years of experience** - Varian Linear Accelerators: Edge (or equivalent).

2.4.1.3. **Five (5) years of experience** -Image Guided Radiation Therapy (IGRT) including Cone Beam CT (following standards of TG-142).

2.4.1.4. **Five (5) years of experience** - Eclipse treatment planning system; and ARIA record & verify system, including the following treatment modalities: 2D/3D Conformal, SRS, SRT, SBRT, and IMRT/VMAT (following standards of TG-53).

2.4.1.6. **Three (3) years of experience** – Siemens SOMATOM go.Open Pro CT Simulator (or equivalent) and following standards of TG-66

.

2.4.1.7. **Three (3) years of experience (preferred)** - VA CPRS Computerized Patient Record System electronic medical record.

2.4.2. **Technical Proficiency** – Contractor's physician(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. This must be confirmed by the Contractor. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor's physicians shall have knowledge of professional care theories, principles, practices, and procedures to serve radiation oncology patient population. Contractor's physician and other contract provider (s) shall demonstrate knowledge of growth and development, and pathophysiology of disease processes specific radiation oncology patient population. Contractor physicians shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contract physician(s) and contract physician (s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.

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

2.6. **Training (ACLS, BLS, CPRS, 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 be required. VA will communicate any changes to the training requirement to the contractor.

Training (The following training is mandatory per VHACO for Contracted Physicians)	***Frequency (once a year, etc.)***	***Annual Hours***
BLS	Every Two Years	4 Hours
Government Ethics	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	2 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	0.5
VA Privacy and Information Security Awareness and Rules of Behavior	Once a year	1 Hour
VHA Privacy and HIPAA Focused Training	Once a year	1 Hour
Active Threat Training	Once a year	1 Hour

2.7. **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 year.**

2.7.1. **TUBERCULOSIS TESTING**: Contractor physicians 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 healthcare workers). A negative chest radiographic report for active tuberculosis shall be provided in cases of TST or IGRA results.

2.7.2. **MEASLES, MUMPS, & RUBELLA TESTING**: The contractor shall provide proof of immunity for all contractor's physicians {This is applicable to all health care workers}.

2.7.3. **VARICELLA**: The contractor shall provide proof of immunity for all contractor's physicians {This is applicable to all healthcare workers}.

2.7.4. **ACELLULAR PERTUSSIS**: The contractor shall provide proof of 1 dose of Tdap vaccination for all contractor physicians {This is applicable to all healthcare workers}.

2.7.5. **INFLUENZA**: The contractor shall provide proof that all contractor's physicians have received the annual Influenza vaccine unless it is contraindicated. If the contractor's 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 healthcare workers}.

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

2.8. **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 (healthcare practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) be provided to the Contracting Officer with the proposal.

2.9. **DEA** - Contractor shall provide copy of current DEA certificate registered in the state in which services are provided.

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

2.11. **Citizenship related Requirements**:

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

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

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

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

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

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

2.12.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at http://oig.hhs.gov/exclusions/index.asp to ensure that the proposed contract 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.

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

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

2.14. **Non-Personal Healthcare Services:** The parties agree that the Contractor and all contractor's physician (s) shall not be considered VA employees for any purpose.

2.15. **Inherent Government Functions:** Contractor and contractor's physician(s) and other contract provider (s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for

employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

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

2.16.1. Workers' compensation
2.16.2. Professional liability insurance
2.16.3. Health examinations
2.16.4. Income tax withholding, and
2.16.5. Social security payments.

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

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

2.18.1. The VA Full Time Equivalency (FTE) for the services required is 0.25 FTE up to 1.0 FTE as needed is defined by VA as a minimum of 80 hours every two weeks and does not include holidays.

2.18.2. The number of Board-certified physicians to staff Radiation Oncology locations, located within the VA Medical Center, on a daily basis (be on site) is one (1) as defined in paragraph Hours of Operation in this section.

2.18.3. 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 physician is unable to complete an assigned shift, the contractor shall provide replacement physician coverage within two (2) hours and notify the Contracting Officer's Representative (COR) at the VA Maryland Health Care System (VAMHCS), VA Medical Center (VAMC), 10 N. Greene Street, Baltimore, Maryland 21201 immediately of the schedule change**.**

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

2.19.1. 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.

2.19.2. 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.

2.19.3. The Government reserves the right to refuse acceptance of any Contractor's 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 patients 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 physician (s), s/he may request, without cause, immediate replacement of said contractor's physician (s).

2.19.4. The CO and COR shall deal with issues raised concerning Contractor's physician (s) conduct. The final arbiter on questions of acceptability is the CO.

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

3. HOURS OF OPERATION

3.1. **VA Business Hours**: Monday through Friday, **0800 -1630** Clinic time and Radiation treatment procedures will all be performed.

3.2. **Work Schedule:** The schedule for services may vary.

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

3.2.2. Contractor's physician (s) shall be available and present in clinic during normal Baltimore VAMC Radiation Oncology clinic hours, which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are 0800-1630, Monday through Friday.

3.2.3. **Off-hours Coverage:** Contractor must make a Radiation Oncology Physician available on call during all hours when the Baltimore VAMC clinic is closed, including evenings, weekends and holidays. Contractor must make the contractor's physician(s) available on-call a minimum of eight (8) weeknights and (1) weekend per month, Monday through Thursday 4:30 p.m. to 8:00 am and Friday 4:30 p.m. to Monday 8:00 am as determined by the Radiation Oncology Clinical Care Center. Calls will be alternated with VA FTE in accordance with 0.25 FTE up to 1.0 FTE as needed for contractor's physician (s). Additional on-call times will be handled on a case-by-case basis.

3.2.3.1. On-call contractor's physician (s) must be available at all times for phone consultations with VA residents and physicians.

3.1.3.2. Patients must be seen within 60 minutes of the page when immediate evaluation or radiotherapy is medically indicated.

3.1.3.3 Contractor's physician (s) timesheets shall not include time for carrying the on-call pager but may include 4 hours for time spent onsite. This four-hour block of time may include up to 45 minutes travel time each way, and shall include locating the patient, completing an evaluation, obtaining required consents, transporting the patient, machine startup/warm up, completing simulation, treatment planning, supervising treatment, and any other care relevant to that radiation oncology encounter. The four-hour block of time will not be prorated in the event the episode of care requires less than 4 hours.

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

- New Year's Day
- President's Day

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

3.4. **Cancellations:** Only in the event of unforeseen circumstances will clinics or radiation treatment or CT simulation procedures be cancelled on short notice.

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

4. CONTRACTOR RESPONSIBILITIES

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

4.1.1. Contractor physician(s) shall be responsible for emailing the COR when arriving onsite and prior to leaving 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 Practice**: The medical practice and patient care provided by Contractor shall be evidence based best practices that meet or exceed all standards of professional practice and performance measures applicable to Baltimore VAMC medical professionals, including, but not limited to, NHPP, AAPM and TJC standards and national recognized accrediting body current practice guidelines in radiation oncology.

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

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

4.2.3. The requirements contained in this PWS

4.3. MEDICAL RECORDS

4.3.1. **Authorities:** Contractor's physician (s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), 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:** Contractor's physician(s) may have access to patient medical records for the purpose of providing medical care and services to VA patients and performing services under the contract; however, Contractor shall obtain permission from the VA before disclosing any patient information outside VA. VA authorizes the Contractor to discuss patient health information for coordination of care within community health care providers in compliance with VA regulations, HIPAA, and VHA Directive 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

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 where 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.

4.4. **Direct Patient Care**: 90% of the time involved in direct patient care,

4.4.1. **Board-Certified Radiation Oncology Physician Services:** Contractor shall provide, at a minimum, the following Radiation Oncology Physician services for Veteran patients in accordance with the terms and standards, including, but not limited to:

4.4.1.1. Contractor physician (s) shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.

4.4.1.2. Evaluation and treatment of transported inpatient and outpatient clinical services for both palliative and curative cancer patients; follow-up, re-evaluation and treatment visit.

4.4.1.3. Provide evaluation and treatment plans; follow patients for treatment management, continuing monitoring and follow-up evaluations. Contract Radiation Oncologist shall complete any documentation associated with the treatment provided to VA patients treated by them.

4.4.1.4. **Conventional Radiation Treatment:** Use of the following advanced modalities: IMRT/VMAT, IGRT, Stereotactic Radiosurgery, and Stereotactic Radiotherapy shall be fully justified in accordance with the appropriateness criteria promulgated by the American College of Radiology for Radiation Oncology, and American Association for Physicist in Medicine.

4.4.1.5. **Patient Consultation/Pretreatment Evaluation**: A radiation therapy consultation is defined as a comprehensive patient evaluation provided at the request of the referring physician. A consultation shall consist of a meeting of the patient and a radiation oncologist within the timeframes established by VA Rules and Regulations, a history and physical examination, and a review of pertinent x-rays and laboratory results as well as the patient's medical record.

4.4.1.5.1. Review previous history, radiographic and lab studies;

4.4.1.5.2. Order any other test required for workup; and

4.4.1.5.3. Discuss with patient and perform examination.

4.4.1.5.4. Document the evaluation in CPRS, including at least:

- Name of Attending Physician.
- Radiation treatment type (e.g., conventional, IMRT).
- Curative or palliative radiation treatment.
- Dose amount and duration of radiation treatment.
- Discussion of evaluation with patient.
- Add referring provider and PCP in note as co-signers and any other documentation to satisfy ROCCC's accrediting body (ASTRO's APEx) requirements.

4.4.1.6. **Consultation Responsibilities:** Contractor physician (s) shall provide consultation with instruction to referring physicians regarding appropriate indications for Radiation Oncology procedures so that the most expeditious and clinically appropriate work-up can be done. Contractor's physician (s) shall determine the appropriate course of treatment and communicate in person or by phone with the referring clinicians.

4.4.1.6.1. Contractor physician(s) shall provide review of consults and next-day patient cases for minimum of two hours daily.

4.4.1.6.2. Contractor physician(s) shall provide post-procedure evaluation, follow-up and clinical consultation regarding complications of procedures.

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

4.4.1.8. **Treatment Planning**: When it is determined radiation therapy is appropriate, a goal-oriented treatment plan from supporting data shall be developed by the Contract physician(s) for each patient, discuss treatment plan with patient and obtain patient's signed consent and made a part of the VA medical record. The treatment plan shall include the type of radiation to be administered, prescribed dose, treatment site location, Dose Volume (DV) based planning to include DV Histograms (DVH), designation of Organs at Risk (OAR) for radiation injury, DV based radiation delivery goals for each OAR.

4.4.1.8.1 All treatment plans shall undergo peer review prior to initiation of treatment.

4.4.1.8.2 Treatment plans shall be altered as necessary during the course of the patient's treatment.

4.4.1.8.3. Contractor's physician(s) shall document initial consultation and full plan of care that includes name of attending physician on all clinical notes, indicate radiation treatment type (i.e., conventional, IMRT), date of simulation or procedure date, curative or palliative radiation treatment, dose amount and duration of radiation treatment and signed patient consent for treatment.

4.4.1.9. **Treatment Management**: Includes weekly examination of the patient under radiation therapy by attending physician. Weekly examination includes review of the daily and/or weekly port films by the attending physician, monitoring all therapy for side effects or complications, prescribed dose changes and other adjustment in treatment as needed, review of all cases at weekly case conferences or chart rounds and documented encounters and clinical progress notes in CPRS.

4.4.1.9.1. Prior to beginning radiation treatment, contractor physician (s) shall instruct the patient and care givers on the risks involved including symptom management and symptoms requiring immediate intervention. This instruction must be documented in the medical record within 24-48 hours; the patient encounter should be closed by close of business same day. The patient shall be given names and telephone numbers of persons to contact to report these symptoms. Informed consent shall be completed prior to implementation of initial treatments.

4.4.1.9.2. Contractor's physician (s) shall evaluate each patient for treatment management at a minimum of once per five treatments. These treatment

management evaluations, addressing tumor response and side effects of therapy and medications prescribed, include pertinent laboratory and imaging studies. Patient's progress shall be reported to the referring physician using the electronic medical record, Computerized Patient Record System (CPRS), to include name of attending physician, treatment date, radiation treatment type, radiation dose amount and duration of treatment, radiation treatment dose to date and remaining dose to be provided, skin check of treated area, plan of care and number of treatments left to complete.

4.4.1.9.3. Contractor's physician (s) shall provide the patient with written guidelines regarding their rights and responsibilities. This includes keeping the patient informed of all issues affecting care and inviting full participation in planning and implementing care. Patient expectations of contract physician(s) should also be outlined. The patient must be advised of their right to submit complaints and procedures concerning such. This instruction must be documented in the medical record within 24 hours.

4.4.1.9.4. Contractor's physician (s) shall abide by VA Radiation Safety Policy and Procedures that clearly define guidelines for protecting patients and employees from all unnecessary radiation exposure, provisions for safe use, removal, handling and storage of radiation and other radioactive elements.

4.4.1.9.5. Contractor's physician (s) shall monitor all therapy for side effects or complications; prescribe dose changes as needed; and review all cases at physician conference.

4.4.1.10 **Treatment Discharge**: Contractor's physician (s) shall document treatment discharge summary EOT (End of Treatment Note) in CPRS to include total radiation treatment doses, patient's condition at completion of treatment, discharge instructions to patient and a follow-up appointment with 30-60 days post treatment.

4.4.1.11. **Follow-up Evaluations**: A Contractor's board-certified radiation oncologist must see each patient at least one (1) time following the radiation therapy treatment series within 30-60 days of the end of a treatment series. The follow-up examination shall consist of a physical examination of the patient and a review of the current medical record including x-rays. The purpose of this examination is to evaluate the patient's response to therapy, and a written evaluation shall be completed for the patient's medical record within 48 hours. Prior to any initiation of new treatment, approval must be obtained from the VAMC COR.

4.4.1.12. **Peer Review Conferences**: Contractor's Staff shall attend and participate in weekly peer review conferences to discuss the appropriateness of treatment decisions, treatment goals, and expected results related to Facility Radiation Oncology patients. These conferences may be joint conferences at which Contractor's Radiation Oncology Service patients are also presented.

4.4.1.12.1. At a minimum, 100% of the following with respect to Facility Radiation Oncology patients shall be presented at these conferences.

- Consultations.
- Re-evaluations.
- New start treatment fields, including boosts and off cord fields.
- Staging evaluations, to assure that adequate staging and disease localizations have been performed; and
- Patients seen in consultation for whom no treatment is recommended to assure the appropriateness of the decision not to offer radiotherapy.

4.4.1.12.2. Each conference shall be attended by the treating physician whose case is being reviewed.

4.4.1.13. Conference recommendations regarding Facility patients shall be documented in

CPRS records.

4.4.1.13.1 Specific documentation of each case review shall include, at a minimum, date of presentation, patient's name, Radiation Therapy Number (RT #), site, dose, fraction size and fields, and treatment recommendations.

4.4.1.13.2. Changes in treatment technique as a result of a conference (e.g., dose fractionation, field size, treatment modality, etc.) shall be separately documented in CPRS.

4.4.1.13.3. The Medical Director shall report conference findings and recommendations to the COR to assure adequate documentation of the physician peer review process and adherence to other aspects.

4.4.1.13.4. Contractor conference sign-in sheets shall be provided to the COR on a monthly basis.

4.4.1.13.5. Conference findings and recommendations shall be summarized in the quarterly report to the VA RADIATION ONCOLOGY Quality Council in a format and with sufficient content to assure adherence to quality assurance requirements.

4.4.1.14. **Documentation Requirements**: All patient care documentation including, but not limited to consultations, encounters, weekly progress notes, treatment discharge notes, follow-up notes, continuing physics consultation which covers weekly chart review checks, special physics consultation notes, and other required documentation, shall be recorded in CPRS in accordance with VA Rules and Regulations (see Section D, page 83 for CPRS User Guide and By-Laws and Rules of the Medical Staff of the VA RADIATION ONCOLOGY), including, but not limited to:

- Inclusion of correct Current Procedural Terminology (CPT) and diagnoses codes, and service connection of condition being treated on encounters.
- electronic signature on all entries; timeframes for electronic signing, completion and closing of entries and encounters.

4.4.1.15. **Communicating Test Results to Providers and Patients**: In accordance with VHA Directive 1088, Communicating Test Results to Providers and Patients, all test results requiring action must be communicated by the ordering provider, or designee, to patients no later than 7 calendar days from the date on which the results are available. For test results that require no action, results must be communicated by the ordering provider, or designee, to patients no later than 14 calendar days from the date on which the results are available. The Contractor shall provide the VA with the name, pager and telephone numbers of a LIP (physician, nurse practitioner, or physician assistant) at the Outpatient Site of Care to accept critical test results discovered on tests done by the VA. For critical results, the LIP must respond back to the VA within forty-five (45) minutes of the initial page or telephone call. The receiving LIP will document the results in the record and conduct a "read back" procedure to ensure accuracy of transmission and translation of all verbal results. The contractor shall determine a plan to fulfill critical test result procedures, per VA policy. VA will not be responsible for the failure of the Contractor to receive critically abnormal test results. Critical results must be reported to the clinician by the radiologist by telephone. Documentation of this notification, "who, when" must appear in the radiology report. For critical results that represent an imminent danger to the patient, the Contractor shall notify the patient immediately. See policy in section D (attachments) for additional requirements regarding communication of test results. Mechanisms must be in-place to provide notification of test results for patients receiving care in accordance with VHA Directive 1088, Communicating Test Results to Providers and Patients.

4.5. **ADMINISTRATIVE:** 10% of time is given to non-patient care activities, such as administrative functions (i.e., meetings, peer-review conferences, trainings).

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 VAMC's Chief of Service, Chief of Staff, or designee. Must attend: Tumor boards and chart rounds, as applicable.

List all meetings, associated time and frequency.

Meeting	Frequency	Annual Hours
VAMC Tumor Board Conferences	Weekly (Held on Monday at 1300 EST)	52 Hours
Thoracic Tumor Board Conference	Weekly (held on Tuesday at 0800 EST).	52 Hours
H&N Tumor Board Conference	Weekly (held on Wednesday at 1600 EST)	52 Hours
Chart Rounds	Weekly (held on Thursday at	52 Hours

4.5.2. **Staff Meetings/Rounds:** The contractor's physician (s) shall attend staff meetings as required by the VAMC's 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.

List all meetings, associated time and frequency.

Meeting	Frequency	Annual Hours
N/A	*N/A*	*N/A*

4.5.3. **Peer Reviews**: Contractor is responsible for assisting in a protected peer review program in compliance with The Joint Commission (TJC) and practice standards promulgated by ACR, ASTRO, and AAPM and to maintain documentation of appropriate peer review statistics as needed for quality management and credentialing. The contractor's physician(s) shall perform peer reviews.

4.5.4. A board-certified radiation oncologist from the contracted group shall attend and participate in the Facility's Tumor Board Conferences. Tumor Board Conferences are held in the VA GI Tumor Board Conference. The Contractor shall be required to provided to provide a cost to the facility for attending these conferences as indicated in the CLIN provided on the Schedule of Supplies/Services.

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

4.5.6. **Patient Safety Compliance and Reporting:**

4.5.6.1. 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.

4.5.6.2. Adverse events will be reported to the VA Quality & Patient Safety Office to the Patient Safety Manager or Patient Safety Coordinator and entered into the Patient Safety Reporting System, as outlined in the National Center for Patient Safety Handbook (http://www.va.gov/ncps/Pubs/NCPShb.doc). Adverse events will be scored utilizing the

Safety Assessment Code for determination of the need for conducting a Root Cause Analysis (RCA). Report on adverse events to Lead Patient Safety Manager at (410) 605-7000 ext. 57010.

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

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

4.5.6.5. Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.
http://nhpp.med.va.gov/NHPP_Procedures.asp

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

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

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

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

4.6.4. **Performance Standards**:

4.6.4.1. **Measure: Provider Quality Performance**

Performance Requirement: Per TJC standards, ongoing professional practice evaluation information is factored into the decision to maintain existing privilege(s), to revise existing privilege(s), or to revoke an existing privilege prior to or at the time of renewal.

Standard: OPPE documentation for 100% of staff providing services under the contract. All staff (100%) meet Standards.

Acceptable Quality Level: 100% meet Standards

Surveillance Method: Ongoing Provider Performance Evaluation (OPPE) data pertinent to Radiation Therapy care performed for each provider working under this contract. The Contractor shall furnish OPPE data on new providers added to the contract at three months, six months, and semi-annual thereafter. The OPPE data shall be provided to the Radiation Oncology Staff for the Radiation Oncology Physician Service. OPPE data should include the following elements:

A. Patient Care Performance

B. Medical/Clinical knowledge

C. Practiced Based Learning and Improvement

D. Interpersonal and Communication Skills

E. Professionalism

F. System Based Practice

Frequency: Bi-annually

4.6.4.2. **Measure: Qualifications and Availability of Key Personnel**

Performance Requirement: Contractor's Radiation Oncology Physician (s) shall be board certified and in accordance with the national recognized accrediting body standards. Contractor's Radiation Oncology Physician (s) must be available to provide the required scheduled services and shall provide evidence that treatment is provided in compliance within standard of care outlined in this PWS.

Standard: All (100%) contractor's Radiation Oncology Physicians shall be board certified and in accordance with national recognized accrediting body standards.

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

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

Frequency: Annually

4.6.4.3. **Measure: Quality Assurance/Quality Improvement (QA/QI) Documentation**

Performance Requirement: The contactor shall have an operation performance improvement process in accordance with practice guidelines and standards promulgated by ACR, ASTRO, and AAPM; including data collection, measurement, assessment, and improvement. Data shall be required on processes, outcomes, patient satisfaction, and quality control. Appropriate statistical quality control techniques in compliance with national recognized accredited body standards must be utilized. Results of performance improvement activities must be reported quarterly to the VA Radiation Oncology Service Quality Assurance Committee.

Reviewable records of device quality assurance shall be maintained. Daily, monthly, and annual QA documentation for linear accelerators and CT Sim are accessible.

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

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

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

Frequency: Quarterly

4.6.4.4. **Measure: Patient Access**

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

Standard: All (100%) Contractor's physician(s) are on time and available to perform services.

Acceptable Quality Level: Contractor's physician(s) are on-time and available to perform services 100% of the time.

Surveillance Method: Periodic Inspection of Time and Attendance Sheets

Frequency: Weekly

4.6.4.5. **Measure: Patient Safety/Radiation Safety**

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

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

Acceptable Quality Review: 100%

Surveillance Method: Daily Observation

Frequency: Daily

4.6.4.6. **Measure: Maintains licensing, registration, and certification**

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

Standard: 100% Licensing registration information kept current.

Acceptable Quality Level: 100%

Surveillance Method: Periodic Inspection and Random Sampling

Frequency: Semi-Annual

4.6.4.7. **Measure: Mandatory Training**

Performance Requirement: Contractor completes all mandatory required training.

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

Acceptable Quality Level: 100%

Surveillance Method: Contractor to provide documented evidence.

Frequency: Monthly

4.6.4.8. **Measure: Privacy, Confidentiality and HIPAA**

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

Standard: Zero breaches of privacy or confidentiality.

Acceptable Quality Method: 100%

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

Frequency: Daily observation**.** Upon notification of a breach of privacy and confidentiality.

4.6.4.9. **Measure: Professionalism/Conduct**

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

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

Acceptable Quality Level: 100%

Surveillance Method: COR notification of complaints

Frequency: Daily

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

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

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

Acceptable Quality Level: (90%)

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

Frequency: Prior to initiation of new technique and annually.

4.6.4.11. **Measure: Patient Reports and Documentation**

Performance Requirement: All notes must be electronically signed, and all encounters closed within 24 hrs.

Standard: Compliance with VA Rules and Regulations

Acceptable Quality Level: 95%

Surveillance Method: Random Sampling and Periodic Inspection

Frequency: Daily

4.6.4.12. **Measure: Chart Review/Physics Check/Consults**

Performance Requirement: Completion deadlines met as assigned by Radiation Oncology Service Administration/COR

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

Acceptable Quality Level: 90%

Surveillance Method: Report issued by Chief Radiation Therapist as well as Billing and Coding Service

Frequency: Monthly

4.6.4.13 **Measure: Peer Review Conferences/Chart Rounds**

Performance Requirement: Conduct Weekly Peer Review Conferences/Chart Rounds as required by the PWS.

Standard: Peer Review Conferences/Chart Rounds conducted, documented, and reported as required.

Acceptable Quality Level: 90%

Surveillance Method: Periodic Inspection and verification and/or documentation provided by contractor.

Frequency: Weekly

4.7. Registration with Contractor Performance Assessment Reporting System (CPARS):

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

4.7.2. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year

until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the CO.

4.7.3. Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments

5.0. GOVERNMENT RESPONSIBILITIES

5.1. VA Support Personnel, Services or Equipment:

- VA hired staff to include Physician(s), Nursing, Radiation Therapist, Patient reception Staff.
- Varian Edge and Siemens SOMATOM go.Open Pro CT Simulator.
- Electronic Medical Record (CPRS) and Government furnished information.
- Access to onsite working spaces, desktop computers, and information technology.

5.2. **CPRS TRAINING:** COR will arrange and government will provide appropriate opportunity for Contractor staff to take CPRS training.

5.3**. Contract Administration/Performance Monitoring:** After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to the Contracting Officer (CO) Paschal L. Dawson at paschal.dawson@va.gov. The clinical point of contact for this contract is the Contract Officer's Representative (COR) Scott Bradley at James.Bradley4@va.gov.

5.4. **CO RESPONSIBILITIES**: Paschal Dawson, 849 International Drive, Suite 275, Linthicum, Maryland 21090. Phone: 410-691-7798. Email: Paschal.Dawson@va.gov .

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

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

5.4.3. 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.

5.5. **COR Responsibilities:** James Scott Bradley, Chief Radiation Therapist, Baltimore VAMC 10 N. Greene Street, Baltimore MD, 21201. Phone: 410-605-7759. Email: James.Bradley4@va.gov .

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

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

5.5.3. The COR will maintain a record-keeping system of services by electronic and/or paper documentation. 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 CO.

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

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

6.0. **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.

6.2. The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly'; annually, etc. identified throughout the PWS and 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 contract requirements and performance standards.	Upon proposal and as frequently as indicated in the performance standards.	Contracting Officer
Copies of all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff.	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer
Certification that staff list has been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon proposal and upon renewals.	Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	Contracting Officer's Representative
ACLS/BLS Certification	Upon award and every two years after award.	Contracting Officer's Representative
Contingency plan	Upon proposal and as updated	Contracting Officer
Reporting results of performance improvement activities to the VA Radiation Oncology Quality Assurance Committee	Quarterly	Contracting Officer's Representative

6.3. **Billing**:

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

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

6.3.2.1. Name and Address of Contractor
6.3.2.2. Invoice Date and Invoice Number

6.3.2.3. Contract Number and Purchase/Task Order Number
6.3.2.4. Date of Service
6.3.2.5. Contract physician(s)
6.3.2.6. Hourly Rate
6.3.2.7. Quantity of hours worked
6.3.2.8. Total price

6.4. **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

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

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

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

B.4 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

1. GENERAL. This entire section applies to all acquisitions requiring any Information Security and Privacy language. Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

2. VA INFORMATION CUSTODIAL LANGUAGE. This entire section applies to all acquisitions requiring any Information Security and Privacy language.

a. The Government shall receive unlimited rights to data/intellectual property first produced and delivered in the performance of this contract or order (hereinafter "contract") unless expressly stated otherwise in this contract. This includes all rights to source code and all documentation created in support thereof. The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General. The primary clause used to define computer software license (not data/intellectual property first produced under this contractor or order) is FAR 52.227-19, Commercial Computer Software License.

b. Information made available to the contractor by VA for the performance or administration of this contract will be used only for the purposes specified in the service agreement, SOW, PWS, PD, and/or contract. The contractor shall not use VA information in any other manner without prior written approval from a VA Contracting Officer (CO). The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General.

c. VA information will not be co-mingled with any other data on the contractor's information systems or media storage systems. The contractor shall ensure compliance with Federal and VA requirements related to data protection, data encryption, physical data segregation, logical data segregation, classification requirements and media sanitization.

d. VA reserves the right to conduct scheduled or unscheduled audits, assessments, or investigations of contractor Information Technology (IT) resources to ensure information security is compliant with Federal and VA requirements. The contractor shall provide all necessary access to records (including electronic and documentary materials related to the contracts and subcontracts) and support (including access to contractor and subcontractor staff associated with the contract) to VA, VA's Office Inspector General (OIG), and/or Government Accountability Office (GAO) staff during periodic control assessments, audits, or investigations.

e. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

f. The contractor shall not make copies of VA information except as specifically authorized and necessary to perform the terms of the contract. If copies are made for restoration purposes, after the restoration is complete, the copies shall be destroyed in accordance with VA Directive 6500, VA Cybersecurity Program and VA Information Security Knowledge Service.

g. If a Veterans Health Administration (VHA) contract is terminated for default or cause with a business associate, the related local Business Associate Agreement (BAA) shall also be terminated and actions taken in accordance with VHA Directive 1605.05, Business Associate Agreements. If there is an executed national BAA associated with the contract, VA will determine what actions are appropriate and notify the contactor.

h. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

i. The contractor's firewall and web services security controls, as applicable, shall meet or exceed VA's minimum requirements.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two situations: (i) in response to a qualifying order of a court of competent jurisdiction after notification to VA CO (ii) with written approval from the VA CO. The contractor shall refer all requests for, demands for production of or inquiries about, VA information and information systems to the VA CO for response.

k. Notwithstanding the provision above, the contractor shall not release VA records protected by Title 38 U.S.C. § 5705, Confidentiality of medical quality-assurance records and/or Title 38 U.S.C. 7332. Confidentiality of certain medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV). If the contractor is in receipt of a court order or other requests for the above-mentioned information, the contractor shall immediately refer such court order or other requests to the VA CO for response.

l. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

m. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook

6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

n. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Directive 6500 and NIST 800-88, Guidelines for Media Sanitization prior to termination or completion of this contract. If directed by the COR/CO, the contractor shall return all Federal Records to VA for disposition.

o. Any media, such as paper, magnetic tape, magnetic disks, solid state devices or optical discs that is used to store, process, or access VA information that cannot be destroyed shall be returned to VA. The contractor shall hold the appropriate material until otherwise directed by the Contracting Officer's Representative (COR) or CO. Items shall be returned securely via VA-approved methods. VA sensitive information must be transmitted utilizing VA-approved encryption tools which are validated under FIPS 140-2 (or its successor) and NIST 800-52. If mailed, the contractor shall send via a trackable method (USPS, UPS, FedEx, etc.) and immediately provide the COR/CO with the tracking information. Self-certification by the contractor that the data destruction requirements above have been met shall be sent to the COR/CO within 30 business days of termination of the contract.

p. All electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) used to store, process or access VA information will not be returned to the contractor at the end of lease, loan, or trade-in. Exceptions to this paragraph will only be granted with the written approval of the VA CO.

3. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS. This section applies when any person requires access to information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract.

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor.

b. Contractors and subcontractors shall sign the VA Information Security Rule of Behavior (ROB) before access is provided to VA information and information systems (see Section 4, Training, below). The ROB contains the minimum user compliance requirements and does not supersede any policies of VA facilities or other agency components which provide higher levels of protection to VA's information or information systems. Users who require privileged access shall complete the VA elevated privilege access request processes before privileged access is granted.

c. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors shall be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office of

Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP) is responsible for these policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of a Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

d. All contractors and subcontractors shall comply with conditions specified in VAAR 852.204-71(d); Contractor operations required to be in United States. All contractors and subcontractors working with VA information must be permanently located within a jurisdiction subject to the law of the United States or its Territories to the maximum extent feasible. If services are proposed to be performed abroad the contractor must state where all non-U.S. services are provided. The contractor shall deliver to VA a detailed plan specifically addressing communications, personnel control, data protection and potential legal issues. The plan shall be approved by the COR/CO in writing prior to access being granted.

e. The contractor shall notify the COR/CO in writing immediately (no later than 24 hours) after personnel separation or occurrence of other causes. Causes may include the following:

(1) Contractor/subcontractor personnel no longer has a need for access to VA information or VA information systems.

(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise has their work on a VA project discontinued for any reason.

(3) Contractor believes their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company-owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.

(4) Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.

(5) Contractor/subcontractor personnel have their authorization to work in the United States revoked.

(6) Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

f. In such cases of contract fulfillment, termination, or other causes; the contractor shall take the necessary measures to immediately revoke access to VA network, property, information, and information systems (logical and physical) by contractor/subcontractor personnel. These measures include (but are not limited to): removing and then securing Personal Identity Verification (PIV) badges and PIV – Interoperable (PIV-I) access

badges, VA-issued photo badges, credentials for VA facilities and devices, VA-issued laptops, and authentication tokens. Contractors shall notify the appropriate VA COR/CO immediately to initiate access removal.

g. Contractors/subcontractors who no longer require VA accesses will return VA-issued property to VA. This property includes (but is not limited to): documents, electronic equipment, keys, and parking passes. PIV and PIV-I access badges shall be returned to the nearest VA PIV Badge Issuance Office. Once they have had access to VA information, information systems, networks and VA property in their possessions removed, contractors shall notify the appropriate VA COR/CO.

4. **TRAINING.** This entire section applies to all acquisitions which include section 3.

a. All contractors and subcontractors requiring access to VA information and VA information systems shall successfully complete the following before being granted access to VA information and its systems:

(1) VA Privacy and Information Security Awareness and Rules of Behavior course (Talent Management System (TMS#10176) initially and annually thereafter.

(2) Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the Organizational Rules of Behavior, relating to access to VA information and information systems initially and annually thereafter; and

(3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or information access [to be defined by the VA program official and provided to the VA CO for inclusion in the solicitation document – i.e., any role-based information security training].

b. The contractor shall provide the COR/CO a copy of the training certificates and certification of signing the Organizational Rules of Behavior for each applicable employee within five days of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the required training is complete.

5. SECURITY INCIDENT INVESTIGATION. This entire section applies to all acquisitions requiring any Information Security and Privacy language.

a. The contractor, subcontractor, their employees, or business associates shall immediately (within one hour) report suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues. After reporting to the ESD, the contractor, subcontractor, their employees, or business associates shall, within one hour, provide the COR/CO the incident number received from the ESD.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved and the circumstances surrounding the incident, including the following:

(1) The date and time (or approximation of) the Security Incident occurred.

(2) The names of individuals involved (when applicable).

(3) The physical and logical (if applicable) location of the incident.

(4) Why the Security Incident took place (i.e., catalyst for the failure).

(5) The amount of data belonging to VA believed to have been compromised.

(6) The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

c. After the contractor has provided the initial detailed incident summary to VA, they will continue to provide written updates on any new and relevant circumstances or facts they discover. The contractor, subcontractor, and their employes shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

d. VA IT contractors shall follow VA Handbook 6500, Risk Management Framework for VA Information Systems VA Information Security Program, and VA Information Security Knowledge Service guidance for implementing an Incident Response Plan or integrating with an existing VA implementation.

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

f. The contractor shall comply with VA Handbook 6500.2, Management of Breaches Involving Sensitive Personal Information, which establishes the breach management policies and assigns responsibilities for the oversight, management and reporting procedures associated with managing of breaches.

g. With respect to unsecured Protected Health Information (PHI), the contractor is deemed to have discovered a data breach when the contractor knew or should have known of breach of such information. When a business associate is part of VHA contract, notification to the covered entity (VHA) shall be made in accordance with the executed BAA.

h. If the contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach involving any VA sensitive personal information the contractor/subcontractor processes or maintains under the contract; the contractor shall pay liquidated damages to the VA as set forth in clause 852.211-76, Liquidated Damages— Reimbursement for Data Breach Costs.

B.5 RECORDS MANAGEMENT OBLIGATIONS

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes [Agency] records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4. [Agency] and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of [Agency] or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to [Agency]. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to [Agency] control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and [Agency] guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with [Agency] policy.

8. The Contractor shall not create or maintain any records containing any non-public [Agency] information that are not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

10. The [Agency] owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which [Agency] shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take [Agency]-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[**Note**: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flow-down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.

Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) ***Payment***—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) ***Interest.***

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

becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

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

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

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

(8) The specification.

(s) ***Unauthorized obligations***.

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

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

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

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

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

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

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

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

under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of Clause)

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 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) ALT 1 (NOV 2021)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

C.3 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

"**Covered employee"** means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"**Personal conflict of interest"** means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) ***Requirements.*** The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) ***Subcontracts.*** The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceeds the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of Clause)

C.4 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

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

(3) Upon contract completion or termination.

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

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

(End of Clause)

C.5 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.6 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 $50.00, 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 $250,000.00;

(2) Any order for a combination of items in excess of $3,000,000.00; or

(3) A series of orders from the same ordering office within 15 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 15 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.7 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

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

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

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

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

(End of Clause)

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

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

(End of Clause)

C.9 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.10 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

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

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(End of Clause)

C.11 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

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

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

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

(End of Clause)

C.12 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.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: $**1,000,000.00 per occurrence; $3,000,000.00 per aggregate**. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

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

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

(d) The Contractor shall notify the Contracting Officer within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers performing under this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including

those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

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

* Amounts from paragraph (a) above or State (or District of Columbia) mandatory types and minimum, whichever is higher or state mandatory types and minimum amounts, whichever is higher, or required.

INSURANCE LIABILITY	
$1,000,000.00 PER OCCURRENCE	
$3,000,000.00 PER AGGREGATE	

(End of Clause)

C.14 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (SEP 2025) (DEVIATION)

(a) As used in this clause—

After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

After-relieved Federal tax means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

All applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of Clause)

C.15 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 08/31/2027. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 08/31/2027, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.16 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of these properties, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.17 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.18 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.19 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (NOV 2025)

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

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

Federal contract information—

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

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

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

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

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

(b) ***Safeguarding requirements***.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.20 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/

FAR Number	Title	Date
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION	NOV 2025
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENT	OCT 2016
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	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.219-28	POST-AWARD SMALL BUSINESS PROBRAM REREPRESENTATION	JAN 2025
52.222-3	CONVICT LABOR	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS. (DEVIATION NOV 2025)	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING ALTERNATE 1	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS	MAR 2023

	SUBCONTRACTORS	
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION NOV 2025)	OCT 2004
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION APR 2026)	JAN 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION FEB 2026)	MAY 2020
852.204-71	INFORMATION AND INFORMATION SYSTEM SECURITY	FEB 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019

(End of Clause)

C.21 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 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.22 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

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

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

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement

information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

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

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

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk
Radiation Oncology Physician
Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk

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

Tier 3: N/A

Tier 5: N/A

(d) ***Fitness.*** The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the

position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

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

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) ***Identification Cards***. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.

2. Upon completion of the Contractor/subcontractor employee's employment.

3. Upon contract completion or termination.

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

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

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

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

(End of Clause)

C.23 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

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

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

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

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

(c) ***Liquidated damages***. If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $37.50 per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) ***Purpose of liquidated damages***. Based on the results from VA's determination that there was a data breach caused by Contractor's or any of its agents' failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of $37.50 per affected individual to cover the cost of the following:

(1) Notification related costs.

(2) Credit monitoring reports.

(3) Data breach analysis and impact.

(4) Fraud alerts.

(5) Identity theft insurance.

(e) ***Relationship to termination clause, if applicable.*** If the Government terminates this contract in whole or in part under the Termination for cause paragraph, FAR 52.212–4(m), Contract Terms and Conditions—Commercial Products and Commercial Services, the Contractor is liable for damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These damages are in addition to costs of repurchase as may be required under the Termination clause.

(End of Clause)

C.24 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)

(a) ***Definition***. for the Department of Veterans Affairs, ***"Service-disabled Veteran-owned small business concern or SDVOSB"***:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled Veterans (or eligible surviving spouses) or, in the case of a service-disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such Veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR part 74 and is listed in VA's Vendor Information Pages (VIP) database at *https://www.vetbiz.va.gov/vip/*; and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR parts 121 and 125, provided that any reference therein to a service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to apply to a VA verified and VIP listed SDVOSB, unless otherwise stated in this clause.

(2) The term **''Service-disabled Veteran''** means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term ''small business concern'' has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ''small business concern owned and controlled by Veterans with service-connected disabilities'' has the meaning given the term ***''small business concern owned and controlled by service-disabled veterans''*** under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)), except that for a VA contract the firm must be listed in the VIP database (see paragraph (a)(1)(iv) of this clause).

(b) ***General.***

(1) Offers are solicited only from VIP-listed SDVOSBs. Offers received from entities that are not VIP-listed SDVOSBs at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed SDVOSB who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) ***Representation.*** Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70.

(d) ***Agreement***. When awarded a contract action, including orders under multiple award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406(b) and 13 CFR 125.6. Unless otherwise stated in this clause, a requirement in 13 CFR parts 121 and 125 that applies to an SDVO SBC, is to be construed to also apply to a VIP-listed SDVOSB. For the purpose of limitations on subcontracting, only VIP-listed SDVOSBs (including independent contractors) shall be considered eligible and/or ''similarly situated'' (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) ***Services.*** In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for

contract performance to firms that are not VIP-listed SDVOSBs (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) ***Supplies/products***.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CRF 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) ***General construction***. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs.

(4) ***Special trade construction contractors***. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not VIP-listed SDVOSBs.

(5) ***Subcontracting.*** An SDVOSB must meet the NAICS size standard assigned by the prime contractor and be listed in VIP to count as similarly situated. Any work that a first tier VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) ***Required limitations on subcontracting compliance measurement period***. An SDVOSB shall comply with the limitations on subcontracting as follows:

[X] By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

[_] By the end of the performance period for each order issued under the contract.

(f) ***Joint ventures***. A joint venture may be considered eligible as an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any requirement therein that applies to an SDVO SBC is to be construed to apply to a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable

percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) ***Precedence.*** The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause takes precedence over any inconsistencies between the requirements of the SBA Program for SDVO SBCs, and the VA Veterans First Contracting Program.

(h) ***Misrepresentation.*** Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

C.25 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.26 VAAR 852.237-72 CRIME CONTROL ACT—REPORTING OF CHILD ABUSE (OCT 2019)

(a) Public Law 101–647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.

(b) The Contractor shall comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

(End of Clause)

C.27 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.28 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)

C.29 VAAR 852.239-76 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (FEB 2023)

(a) All information and communication technology (ICT) (formerly referred to as electronic and information technology (EIT)) supplies, information, documentation and services support developed, acquired, maintained or delivered under this contract or order must comply with the ''Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards'' (see 36 CFR part 1194). Information about Section 508 is available at *http://www.section508.va.gov/*.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the specification, statement of work, or performance work statement. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the Contractor submit a completed VA Section 508 Checklist and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed VA Section 508 Checklist and any other additional information necessary to assist the Government in determining that the ICT supplies or services

conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) –SIGNED AND ATTACHED SEPARATELY

D.2 CONTRACTOR RULES OF BEHAVIOR –SIGNED AND ATTACHED SEPARATELY

D.3 CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952, AS AMENDED –SIGNED AND ATTACHED SEPARATELY

D.4 PAST PERFORMANCE QUESTIONNAIRE (PPQ)

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The contractor will be evaluated in accordance with the following:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

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

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

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

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

   Assigned CO: Paschal L. Dawson, Contracting Officer
   Organization or Agency: NCO 5 Contracting Office

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

   Assigned COR: James Scott Bradley, Chief Radiation Therapist
   Organization or Agency: Radiation Oncology, VA Maryland Health Care System

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary_____

Alternate: _____

4. PERFORMANCE STANDARDS

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

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

5. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. **DIRECT OBSERVATION.** 100% surveillance: Verification of time on duty is monitored and observed on an ongoing basis and consistent with the contractor's timecard.

b. **PERIODIC INSPECTION**. Periodic inspection will be conducted via VistA, CPRS, DHCP reports on a monthly basis.

c. **VALIDATED USER/CUSTOMER COMPLAINTS**. Inspections scheduled and reported quarterly per COR delegation or as needed. Information gathered via Patient Advocate Tracking Systems Reports (PATS-R).

d. **RANDOM SAMPLING.** A minimum of four (4) randomly selected patients files will be inspected per inspection period.

e. **VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR.** Documents required by PWS will be verified for timeliness of submission

6. QASP PERFORMANCE Report DATE: _____

Performance MEASURE	PWS Para.	PERFORMANCE REQUIREMENT	STANDARD	AQL	SURVEILLANCE METHOD	Met AQL/DID NOT MEET AQL-CPAR RATING/ADD COMMENTS
Provider Quality Performance	4.6.4.1. pg. 25	Per TJC standards, ongoing professional practice evaluation information is factored into the decision to maintain existing privilege(s), to revise existing privilege(s), or to revoke an existing privilege prior to or at the time of renewal.	OPPE documentation for all (100%) staff providing services under the contract. All staff (100%) meet Standards.	100% meet Standards	Ongoing Provider Performance Evaluation (OPPE) data pertinent to Radiation Therapy care performed for each provider working under this contract. The Contractor shall furnish OPPE data on new providers added to the contract at three months, six months, and semi-annual thereafter. The OPPE data shall be provided to the Radiation Oncology Staff for the Radiation Oncology Physician Service. OPPE data should include the following elements: A. Patient Care Performance B. Medical/Clinical knowledge C. Practiced Based Learning and Improvement D. Interpersonal and Communication Skills E. Professionalism F. System Based Practice	

Qualifications and Availability of Key Personnel Performance Requirement	4.6.4.2. Pg. 26	Radiation Oncology Physicians shall be board certified and in accordance with national recognized accrediting body standards. The Contractor shall provide evidence that workload is distributed between 2 or more providers within the group and that treatment is provided in compliance within standard of care outlined in this PWS.	All (100%) of Radiation Oncology Physicians shall be board certified and in accordance with national recognized accrediting body standards and available to provide the required scheduled services to veterans 100% of the time.	No deviations from the standard (100%).	Periodic Sampling of qualification documentation and medical records submitted in accordance with contractor reporting requirements.	
Quality Assurance/Quality Improvement (QA/QI) Documentation	4.6.4.3. Pg. 26	The contactor shall have an operation performance improvement process in accordance with practice guidelines and standards promulgated by ACR, ASTRO, and AAPM, including data collection, measurement, assessment, and improvement. Data shall be required on processes, outcomes, patient satisfaction, and quality control. Appropriate statistical quality control techniques in compliance with relevant radiotherapy practice standards must be utilized. Results of performance improvement activities must be reported quarterly to the VA Radiation Oncology Service Quality Assurance Committee. Reviewable records of device quality assurance shall be maintained. Daily, monthly, and annual QA documentation for linear accelerators and CT Sim are accessible.	100% of QA/QI documents complete in accordance with ACR. ASTRO & AAPM standards and reported as required to VA Radiation Oncology Service QA Committee. 100% of QA/QI documents complete in accordance with appropriate radiotherapy practice standards and reported as required to Tumor Board.	(90%) of QA/QI documents complete in accordance with ACR standards and reported as required to the VA Radiation Oncology Service QA Committee.	Periodic Inspection of QA/QI documents provided.	
Patient Access	4.6.4.4 Pg. 27	The Contractor shall provide Contractor's physician(s) in accordance with the operating hours and VA clinical schedule outlined in this PWS.	All (100%) Contractor's physicians are on time and available to perform services	Contractor's physician(s) are on time and available to perform services 100% of the time	Periodic Inspection of Time and Attendance Sheets	

Patient Safety/ Radiation Safety	4.6.4.5 pg. 27	Patient safety incidents, including medical events involving radioactive material and mis-administrations, must be reported.	Chart Review/Physics Check/Consults are completed weekly	100%	Daily Observation	
Maintains Licensing, Registrations, and Certifications	4.6.4.6 Pg. 27	Updated Licensing, registration and certifications will be provided as they are renewed.	100% Licensing and registration information kept current.	100%	Random Sampling and Periodic Inspection	
Mandatory Training	4.6.4.7. pg. 28	Contractor completes all mandatory required training	All Training (100%) completed as required per VAMC policy	100%	Contractor to provide documented evidence	
Privacy, Confidentiality and HIPAA	4.6.4.8. pg. 27	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy.	Zero breaches of privacy or confidentiality	100%	Contractor to provide evidence of annual training required by VAMC, reports violations per policy	
Professionalism/ Conduct	4.6.4.9. pg. 28	Contractor employees maintain excellent relationships with patients, Radiation Oncology staff members, VA Medical Center staff members, and vendors.	Zero complaints from VA Medical Center staff members related to the contractor's employee interfering with patient care or the ordinary operation of the facility.	100%	COR notification of complaints	
Standard Operating Procedures (SOP) documented for all radiotherapy techniques	4.6.4.10. pg. 28	Policy and Procedure for every treatment methodology documented per applicable guidelines.	All (100%) of radiotherapy techniques employed by the Contractor, such as Conventional External Beam, IMRT, IGRT, SBRT, SRS, Brachytherapy (edit per the PWS and services available), etc., have written procedures in accordance with radiotherapy practice standards. All (100%) of procedures are reviewed and updated annually.	90%	Random Sampling of procedure documentation and medical records submitted in accordance with facility reporting requirements.	
Patient Reports and Documentation	4.6.4.11. pg. 29	All notes must be electronically signed, and all encounters closed within 24 hrs.	Compliance with VA Rules and Regulations	95%	Random Sampling and Periodic Inspection	
Chart Review/Physics Consults	4.6.4.12. Pg. 29	Chart Review/Physics Check/Consults	Chart Review/Physics Check/Consults are completed weekly	90%	Random Sampling and Periodic Inspection	

Peer Review Conferences/Chart Rounds	4.6.4.13. Pg. 29	Conduct Weekly Peer Review Conferences/Chart Rounds as required by the PWS.	Peer Review Conferences/Chart Rounds conducted, documented, and reported as required.	90%	Periodic Inspection and verification and/or documentation provided by contractor	

7. CPAR RATINGS ASSIGNED TO QASP ITEMS:

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

EXCEPTIONAL:	Contractor always meets the standard. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. ***Note:*** *To justify an* ***Exceptional*** *rating, you should identify* *multiple* *significant events in each category and state how it was a benefit to the GOVERNMENT. However, a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.*
VERY GOOD:	Contractor almost always meets the standard, always performs over the Acceptable Quality Level. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. ***Note:*** *To justify a* ***Very Good*** *rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also, there should have been NO significant weaknesses identified.*
SATISFACTORY:	Contractor occasionally meets the standard, but more often meets the Acceptable Quality Level. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. ***Note:*** *To justify a* ***Satisfactory*** *rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also, there should have been NO significant weaknesses identified.*
	Contractor most often meets the Acceptable Quality Level, occasionally does not meet the Acceptable Quality Level and CDRs have been reported. Performance does not meet some contractual requirements.

MARGINAL:	The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. ***Note:*** *To justify* ***Marginal*** *performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A* ***Marginal*** *rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., Management, Quality, Safety or Environmental Deficiency Report or letter).*
UNSATISFACTORY:	Contractor has history of not meeting Acceptable Quality Level. Significant efforts have been made to bring Contractor into performance. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. ***Note:*** *To justify an* ***Unsatisfactory*** *rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An* ***Unsatisfactory*** *rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).*

8. DOCUMENTING PERFORMANCE

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

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

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

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

_____

COR NAME/TITLE **DATE**

SIGNED:

_____

CONTRACTOR NAME/TITLE **DATE**

CONTRACT DISCREPANCY REPORT	
1. CONTRACT NUMBER	2. REPORT NUMBER FOR THIS DISCREPANCY
3. TO: *(Contracting Officer)*	4. FROM: *(Name of COR)*

5. DATES		
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE

6. DISCREPANCY OR PROBLEM *(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)*

7. SIGNATURE OF COR	Date:
8. SIGNATURE OF CONTRACTING OFFICER	Date:
9a. TO *(Contracting Officer)*	9a. FROM *(Contractor)*

10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. *(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)*

11. SIGNATURE OF CONTRACTOR REPRESENTATIVE	Date:

12. GOVERNMENT EVALUATION. *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*

13. GOVERNMENT ACTIONS *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*

14. CLOSE OUT

	NAME	TITLE	SIGNATURE	DATE
a. CONTRACTOR NOTIFIED				
b. COR				
c. CONTRACTING OFFICER				

D.2 CONTRACTOR RULES OF BEHAVIOR

MARCH 12, 2010 **VA HANDBOOK 6500.6**

APPENDIX D

CONTRACTOR RULES OF BEHAVIOR

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

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

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

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

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

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

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

f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

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

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

2. GENERAL RULES OF BEHAVIOR

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

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

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

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

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

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

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

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

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

(8) Protect passwords from access by other individuals.

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

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

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

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

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

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

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

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

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

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

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

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.
b. Remote access to non-public VA information technology resources is prohibited from publicly available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

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

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

4. STATEMENT ON LITIGATION

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

5. ACKNOWLEDGEMENT AND ACCEPTANCE

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

Print or type your full name_____

Signature_____

Last 4 digits of SSN_____

Date_____

Office Phone_____ **Position_____**

Title_____

Contractor's Company Name _____

Please complete and return the original signed document to the COR within the timeframe stated in the terms of the contract

D.3 CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952, AS AMENDED

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

While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all “E-Verify” requirements consistent with “Executive Order 12989” and any related pertinent Amendments, as well as Federal Acquisition Regulations (FAR case 2007-013).

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

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

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

_____

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

D.4 PAST PERFORMANCE QUESTIONNAIRE (PPQ)

SOLICITATION NUMBER: 36C24526R009

The offeror shall provide the following questionnaire to three (3) references who can attest to the offeror's performance covering contracts or jobs that are recent, that are within five years, and relevant, that are of the same type and scope of work. The offeror shall provide a list of these references, including the company/agency name, Point of Contact (POC), and telephone number or email address of the POC as part of their proposal in order to be considered for the award. Information to substantialize the relevancy and recency regarding the references must also be included. Offerors should instruct their chosen references that completed questionnaires must be submitted by the exact date and time specified for receipt of quotes, that is, 17 July 2026 at 1000 EST to Paschal L. Dawson at email paschal.dawson@va.gov.

PART 1: Shall be completed by the prospective contractor prior to forwarding to prospective Contractor's past performance reference.

1. Prospective Contractor's Name and Address

_____

_____

_____

2. Prospective Contractor's Point of Contact with Name and Title

_____

_____

3. Prospective Contractor's Telephone Number (with area code)

_____

4. Prospective Contractor's E-mail Address and/or facsimile Telephone Number

_____

5. Prospective Contractor's Client, Firm or Government Agency Reference Name and Address

_____

_____

_____

_____

6. Prospective Contractor's Client, Firm or Government Agency Reference Telephone Number (with area code)

_____

7. Contract Number of the Work Performed by the Prospective Contractor for Client, Firm or Government Agency

_____

8. Brief Description of Relevancy of Work Involved

9. Contract/Order Period of Performance (list original contract periods such base year and 3 option periods)

PART 2: Shall be completed by Prospective Contractor's Client, Firm or Government Agency Reference.

1. Name and Title of Reference

2. Signature of Reference

3. Date

4. Name of Client, Firm or Government Agency Reference

5. Telephone Number

6. Facsimile Telephone Number

7. Reference E-mail Address

RATING DEFINITIONS FOR BEST VALUE:

Outstanding: Substantial confidence based on the offeror's recent/relevant performance record. The Government has a high expectation that the offeror will successfully perform the required effort.

Acceptable: Satisfactory confidence based on the offeror's recent/relevant performance record to successfully perform the required effort.

Marginal: Limited confidence based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

Unacceptable: No confidence based on the offeror's recent/relevant performance record. The Government has no expectation that the offeror will be able to successfully perform the required effort.

Neutral: Unknown confidence (neutral). No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

QUALITY OF SERVICES

Evidence of Compliance with Contract Requirements:

Rate the contractor's compliance with contract terms, conditions or requirements.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Contractor's Prior Technical Experience:

Rate the contractor's prior experience.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Technical Excellence:

Rate the contractor's technical ability.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Response to Personnel Replacement and/or Substitution:

Rate the contractor's response to key personnel replacement and/or substitution.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Resolution of Problems:

Rate the contractor's ability to resolve any unforeseen problems.
□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

TIMELINESS OF SERVICE

Delivery schedule:

Rate the contractor's ability to provide continuous, on-time performance in accordance with the established performance work statement (PWS).

□ Outstanding

□ Acceptable

□ Marginal
□ Unacceptable

□ Neutral

Comments (Optional):

BUSINESS RELATIONS

Reasonable and Cooperative Behavior:

Rate the contractor's reasonable and cooperative behavior.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Flexibility:

Rate the Contractor's Flexibility.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Effective Conflict Resolutions:

Rate the contractor's ability to resolve conflict.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Ability to Handle Government Requests for Change:

Rate the contractor's ability to respond to changes.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

Communication:

Rate the contractor's communication of performance progress, to include any notification of potential problems.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

CONTRACTOR'S OVERALL RATING:

Rate the contractor's overall performance.

□ Outstanding

□ Acceptable

□ Marginal

□ Unacceptable

□ Neutral

Comments (Optional):

SECTION E - SOLICITATION PROVISIONS

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

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

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

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

a. FAR 52.212-1(b) is hereby tailored to extend the period of acceptance of offers from 30 days to 90 days.

b. Offerors must ensure offer is submitted timely to ensure delivery and receipt by the due date and time identified in Box 8 of SF1449 (page 1 of this solicitation).

c. To ensure timely and equitable evaluation of offers, offerors must follow the instructions contained herein. Offers must be complete, concise, self-sufficient, and respond directly to the requirements of this solicitation.

d. Offerors are required to be registered in System for Award Management (SAM) at www.sam.gov.

e. Offerors should thoroughly review the performance work statement (PWS) and be familiar with the requirements before submitting offers.

f. Offerors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at www.hhs.gov/oig to ensure that the proposed candidate(s) and/or firm(s) are not listed. Offerors 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 minimum and maximum Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity 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 health care providers and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

g. By signing the offer the Contractor certifies that he/she has reviewed the OIG List of Excluded Individuals/Entities and that the proposed candidate(s) and/or firm are not listed as of the date the offer was signed.

h. **Offers shall be submitted electronically via email to paschal.dawson@va.gov.**

i. **The due date for offerors' proposals is Friday, 14 August 2026 at 1000 EST.**

j. **Walk-ins and courier deliveries are NOT permitted.**

k. **Questions are due NLT Thursday, 06 August 2026 at 1200 EST.**

l. **Offeror's Proposal.** Legibility, clarity and coherence are very important. The proposal should not simply rephrase or restate the Government's requirements but rather the offeror must provide substantive rationale to address how the offeror intends to meet these requirements.

m. **Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offerors' proposal.**

The offer shall consist of four separate volumes:

Volume I:	Factor 1 - General—Compliance with Solicitation Requirements
Volume II:	Factor 2 - Technical Capability and Excellence
	Factor 3 - Personnel Qualifications and Prior Experience
Volume III:	Factor 4 - Past Performance
Volume IV:	Factor 5 - Price

Volume I: Factor 1: General—Compliance with Solicitation Requirements.

For Factor 1, the offeror shall provide the following in their proposal:

1. **Signed SF1449 & SF30**: The offeror shall submit a signed copy of the SF1449. Offeror shall submit a signed copy of the SF30 for any amendments to the solicitation.

2. **SDVOSB SBA Certification:** This solicitation is a set-aside for 100% SBA Verified SDVOSB contractor concerns. To be considered for the award, prospective offerors must be registered in System for Award Management (SAM.gov) and must be verified as a SDVOSB in the SBA SBS system at the date and time set forth for receipt of proposals and at the time of award.

3. **Joint Venture Certification:** Any offeror submitting a proposal as a joint venture must provide a certification from each SDVOSB joint partner, signed by an authorized official of each partner to the joint venture, stating that the parties to the joint venture (1) have entered into a joint venture agreement that fully complies with paragraph (c) of 13 CFR § 128.402 and (2) will perform the contract in compliance with the joint venture agreement. Failure to submit the certification with the offeror's proposal will render the offeror ineligible for award.

4. **Company Letterhead:** The offeror shall submit its proposal on company letterhead. The offeror's proposal shall include the name, address, and telephone number of the offeror, the offeror's Unique Entity Identifier (UEI) and ORCA document in SAM.

5. **Section D Attachments:**

- Signed D.1 Quality Assurance Surveillance Plan (QASP).
- Signed D.2 Contractor Rules of Behavior (ROB)
- Signed D.3 Contractor Certification: Immigration and Nationality Act of 1952, as Amended.

6. **Limitations on Subcontracting (LOS) Certification:** Offeror shall complete and return a copy of the LOS certification with the offeror's proposal.

Volume II: Factor 2: Technical Capability and Excellence and Factor 3: Personnel Qualifications and Prior Experience.

Volume II shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the proposal. Proposal should clearly demonstrate an understanding of the requirement, the context, and the scope of the project.

Volume II shall, at a minimum, be prepared in a form consistent with the evaluation criteria for award set forth in the addendum to FAR Clause 52.212-1. The section shall be prepared in an orderly format pursuant to the instructions below and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in the Performance Work Statement (PWS).

Quality Control Plan – Provide documentation showing how your company plans to meet the requirements of the contract to include assessing contract personnel's performance, documenting identified performance issues, implementing performance improvement measures, and monitoring of corrective actions and effectiveness of corrective actions.

Contingency Plan: Contingency plan for emergency substitutions if key personnel are not available.

Insurance Certificates: Key Personnel malpractice and medical liability insurance certificates.

Matters Related to Responsibility Determination: The offeror shall submit the following documentation and details as necessary relating to a favorable Responsibility Determination:

- Proof of financial resources, or the ability to obtain them to fulfil this requirement. See FAR 9.104-3(a).
- Statement that the offeror can comply with the requirements of the proposed schedule for performance, taking into consideration all existing commercial and governmental business commitments.
- Statement that the offeror has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced by the prospective contractor and subcontractors) to perform this contract.
- Statement that the offeror has the necessary production and technical equipment or the ability to obtain them, to perform this contract.
- Statement that the offeror has completed annual electronic representations and certifications (Reps & Certs).
- Proof of certification by SBA as a registered and certified SDVOSB.

Specific Personnel Qualification and Experience: The offeror shall provide a narrative describing its personnel specific qualifications and experience providing onsite radiation oncology physician services. The offeror must further provide documentation to demonstrate the placement of radiation oncology physicians staffed by your proposed team (to include subcontractors and/or teaming partners) within the last 3 years.

Specifically describe offeror's proposed radiation oncology physicians' level of training and experience in accordance with the following:

- Five (5) years of experience – post residency experience with consultations, CT simulations, treatment planning and follow-up.
- Five (5) years of experience - Varian Linear Accelerators: Edge (or equivalent).
- Five (5) years of experience - Image Guided Radiation Therapy (IGRT) including Cone Beam CT (following standards of TG-142).
- Five (5) years of experience - Eclipse treatment planning system; and ARIA record & verify system, including the following treatment modalities: 2D/3D Conformal, SRS, SRT, SBRT, and IMRT/VMAT (following standards of TG-53).
- Three (3) years of experience – Siemens SOMATOM go.Open Pro CT Simulator (or equivalent) and following standards of TG-66.
- Three (3) years of experience (preferred)- VA CPRS Computerized Patient Record System electronic medical records.

Offeror shall provide verifiable evidence of all educational and training experiences including any gaps in educational and vocational history for all contractor's radiation oncology physicians. Describe the offeror's length and breadth of experience in providing radiation oncology physician services.

Additionally, offerors must provide documentation to show their organization's experience in navigating the VA's unique credentialing, background, and onboarding processes for VA

radiation oncology physician services to avoid a lapse in patient care service and treatment provisions. If there is no VA on-boarding experience, please provide examples of on-boarding processes specific to your organization.

List of Key Personnel: Submit a listing of Key Personnel in the schedule with required qualification information to include the following requisite:

a. Copy of Curriculum Vitae (CV)
b. Copies of Advance Cardiac Life Support/Basic Life Support (ACLS/BLS) Certifications
c. Board Certification
d. National Provider ID (NPI)
e. NPI
f. Licenses
g. Primary source verification of all licensed and certified staff

Please provide your organization's total number of available candidates who are willing and able to fulfill the Performance Work Statement specifications. Indicate the date of availability for any candidate submitted who is not immediately available for placement within 15 days of award. As supporting documentation, please submit resumes or curriculum vitae, and any applicable licenses or certifications, with candidates' personal information redacted.

Volume III: Factor 4: Past Performance.

The offeror shall submit a Past Performance that contains the following information:

Table of Contents.

Summary Page describing the role of your organization and each subcontractor, teaming partner, and /or joint venture partner that the offeror is required to provide Past Performance Specific Relevant Contract Reference Sheets for the past performance.

Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information to the Government. **Failure to provide a letter of consent will preclude the Government from considering the past performance information of the subcontractor.**

Documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in size, scope, and complexity to the services being procured under this Solicitation.

Offerors shall submit no more than 3 projects for this subsection. The submittal shall include rationale supporting the assertion of relevance and how it was determined that the work performed previously was the same or similar in size, scope, and complexity to the work specified by this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. To be recent, the effort must be ongoing or must have been performed during the past three (3) years from the date of issuance of the solicitation.

The offeror SHALL NOT go back any farther than three (3) years for the submitted data.

Documentation outlining your organization's subcontractors and/or teaming partners' past performance with contracts, as a prime or major subcontractor, which is the same or similar in size, scope, and complexity to the services being procured under this Solicitation. **Offerors shall submit no more than 3 projects for this subsection**. The submittal must clearly identify the past performance is for a subcontractor/teaming partner and specifically articulate the roles and responsibilities they would have on the current project. To be recent, the effort must be ongoing or must have been performed during the past three (3) years from the date of issuance of this solicitation. The offeror SHALL NOT go back any farther than three (3) years for the submitted data.

Past Performance Questionnaire (PPQ) - The offeror is responsible for ensuring a copy of the Past Performance Questionnaire (Section D of this RFP) is sent to the point of contact (POC) responsible for monitoring performance under such contracts. **Past Performance Questionnaires received directly from the contractor, as opposed to the person responsible, will not be considered.**

Offerors should instruct their chosen references that completed questionnaires must be submitted by the exact date and time specified for receipt of the proposal.

Volume IV: FACTOR 5: Price: Offerors shall complete the Unit Price for listed Line Items and its Total Cost. Submission **shall** be in the order and format set forth in the schedule. Failure to complete the required information will result in the proposal being excluded from further consideration. Similarly, any other material edits to the Schedule will result in the proposal being excluded from consideration for award.

The offeror is instructed to edit the number of Sub Line-Item Number (SLIN) to correspond with the number of key personnel submitted for the Line-Item Number (LIN). Other commercial health care Offerors shall identify by title/position or level of experience the key personnel submitted. Also, renumber SLINs if adding or removing Key Personnel.

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

NOTE: *Failure to follow the instructions set forth above may result in the offeror's proposal being rejected and removed from further consideration for award.*

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

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION NOV 2025)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

All non-price factors are of equal importance and when combined, are significantly more important than price.

Factor 1: General—Compliance with Solicitation Requirements
Factor 2: Technical Capability and Excellence
Factor 3: Personnel Qualifications and Prior Experience
Factor 4: Past Performance
Factor 5: Price

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

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

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR Number	Title	Date
52.203-11	CERTIFICATE 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 (DEVIATION NOV 2025)	NOV 2024
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION SEP 2025)	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023
852.273-70	LATE OFFERS	NOV 2021

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006) (DEVIATION 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:

Hand-Carried Address:

Department of Veterans Affairs (VAMC)
Contracting Officer
Network Contracting Office 5 (19 ACQ)
989 Elkridge Landing Road
Suite 300
Linthicum, MD 21090

Mailing Address:

Department of Veterans Affairs (VAMC)
Contracting Officer
Network Contracting Office 5 (19 ACQ)
989 Elkridge Landing Road
Suite 300
Linthicum, MD 21090

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

(End of Provision)

E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2020)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the Offeror's performance of work under the contract may provide the Contractor with an unfair competitive advantage. The term ''organizational

conflict of interest'' means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

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

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

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

(End of Provision)

E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (SEP 2018)

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

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

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

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

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

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

(End of Provision)

(End of Addendum to 52.212-1)