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: 36C25527Q0002

6. SOLICITATION ISSUE DATE: 07-22-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Mike Carson; michael.carson1@va.gov

b. TELEPHONE NO. (No Collect Calls): 913-946-1119

8. OFFER DUE DATE/LOCAL TIME: 08-26-2026 17:00 CDT

9. ISSUED BY — CODE 36C255

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

Leavenworth KS 66048

10. THIS ACQUISITION IS

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

NAICS: 621111

SIZE STANDARD: Y $16 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

Department of Veterans Affairs
Robert J. Dole VA Medical Center (VAMC)
Medicine Services Department
5500 East Kellogg Drive
Wichita KS 67218

16. ADMINISTERED BY — CODE 36C255

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

Leavenworth KS 66048

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

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

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

Austin TX

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

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Services, Non-Personal, On-Site Nephrology Physician Services in support of Robert J. Dole Va Medical Center (VAMC). Contractor shall provide On-Site Nephrology Physician Services in accordance with Section B.2 Schedule of Services, pg. 4, Performance Work Statement(PWS), pg. 9, and the terms and conditions of the contract, for contractor provided nephrology physician services to the Robert J. Dole VAMC and the VA-Beneficiaries during the Period of Performance in Section B.2.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN One(1) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Mike Carson
VA-VHA-RPOC-2025-0030

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:

b. GOVERNMENT: Contracting Officer 36C255 Mike Carson
Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway
Leavenworth KS 66048

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []
b. Semi-Annually []
c. Other [X] Monthly 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.
Current invoicing information is located at https://www.fsc.va.gov/einvoice.asp

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

AMENDMENT NO	DATE

B.2 SCHEDULE OF SERVICES

The Contractor shall furnish all key personnel to provide services necessary to perform onsite Nephrology Physician Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, Robert J. Dole VAMC (hereinafter referred to VAMC).The Contractor's physician(s) care shall cover the range of Nephrology services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards. Care shall be compliant with all related VHA kidney health policies, including VHA Handbook 1042.01: Criteria and Standards for VA Dialysis Programs and VHA Directive 1053: Chronic Kidney Disease Prevention, Early Recognition, and Management.

Care shall be generally consistent with published clinical practice guidelines including the VA/DoD Clinical Practice Guideline for the Management of Chronic Kidney Disease, those published by Kidney Disease: Improving Global Outcomes (KDIGO: https://www.KDIGO.org) and by the National Kidney Foundation-Kidney Disease Outcomes Quality Initiative (NKF-KDIGO; https://www.kidney.org/professionals/ guidelines).

Place of Performance: Services shall be provided on site, Robert J. Dole VAMC, 5500 E. Kellogg, Wichita, KS 67218. Outpatient clinic is located on the 1st floor in building 26 room 168.

This is a firm fixed price indefinite delivery, indefinite quantity solicitation since it is impossible to determine with any certainty the amount of services that will be required under this contract. The period of performance for this contract will be a Base Year plus four (4) option years. There is no guarantee that option years will be exercised. The overall minimum value of services and overall maximum value of services to be provided under this contract are as follows:

A. The prices provided in the Price Schedule shall be inclusive of all Line Items defined in the PWS.
B. In accordance with FAR Clause 52.216-22, Indefinite Quantity, the guaranteed minimum contract amount is $1,000.00 and the total maximum amount shall not exceed $1,900,000.00.

Pricing Instructions: The offeror is instructed to provide pricing for Board Certified/Board Eligible hourly rate for both clinic and call-back and calculate the total for each performance period. Travel, lodging, and per-diem is NOT reimbursable under the contract.

ITEM INFORMATION

LIN/ SLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		264.00	HR	_____	_____
	Board Certified/Board Eligible Nephrology Physician Services (Clinic - 208 hrs and on-site call back - 56 hours) Contract Period: Base POP Begin: 12-01-2026 POP End: 11-30-2027 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				

PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services

0002	3,184.00	HR	_____	_____

Board Certified/Board Eligible ON-CALL Nephrology Physician Services (includes telephonic response)
Contract Period: Base
POP Begin: 12-01-2026
POP End: 11-30-2027
PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services

0003	64.00	HR	_____	_____

Board Certified/Board Eligible Nephrology Physician Services Weekend/Holiday Rounds when on-call
Contract Period: Base
POP Begin: 12-01-2026
POP End: 11-30-2027
PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services

BASE TOTAL: _____

1001	264.00	HR	_____	_____

Board Certified/Board Eligible Nephrology Physician Services (Clinic - 208 hrs and on-site call back - 56 hours)
Contract Period: Option 1
POP Begin: 12-01-2027
POP End: 11-30-2028
PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services

1002	3,184.00	HR	_____	_____

Board Certified/Board Eligible ON-CALL Nephrology Physician Services (includes telephonic response)
Contract Period: Option 1
POP Begin: 12-01-2027
POP End: 11-30-2028
PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services

1003	64.00	HR	_____	_____

Board Certified/Board Eligible Nephrology Physician Services Weekend/Holiday Rounds when on-call
Contract Period: Option 1
POP Begin: 12-01-2027

POP End: 11-30-2028
PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services

OY1 TOTAL: _____

2001	264.00	HR	_____	_____
Board Certified/Board Eligible Nephrology Physician Services (Clinic - 208 hrs and on-site call back - 56 hours) Contract Period: Option 2 POP Begin: 12-01-2028 POP End: 11-30-2029 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services				
2002	3,184.00	HR	_____	_____
Board Certified/Board Eligible ON-CALL Nephrology Physician Services (includes telephonic response) Contract Period: Option 2 POP Begin: 12-01-2028 POP End: 11-30-2029 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services				
2003	64.00	HR	_____	_____
Board Certified/Board Eligible Nephrology Physician Services Weekend/Holiday Rounds when on-call Contract Period: Option 2 POP Begin: 12-01-2028 POP End: 11-30-2029 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services				

OY2 TOTAL: _____

3001	264.00	HR	_____	_____
Board Certified/Board Eligible Nephrology Physician Services (Clinic - 208 hrs and on-site call back - 56 hours) Contract Period: Option 3 POP Begin: 12-01-2029 POP End: 11-30-2030 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services				
3002	3,184.00	HR	_____	_____

	Board Certified/Board Eligible ON-CALL Nephrology Physician Services (includes telephonic response) Contract Period: Option 3 POP Begin: 12-01-2029 POP End: 11-30-2030 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services				
3003	Board Certified/Board Eligible Nephrology Physician Services Weekend/Holiday Rounds when on-call Contract Period: Option 3 POP Begin: 12-01-2029 POP End: 11-30-2030 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services	64.00	HR	_____	_____
				OY3 TOTAL:	_____
4001	Board Certified/Board Eligible Nephrology Physician Services (Clinic - 208 hrs and on-site call back - 56 hours) Contract Period: Option 4 POP Begin: 12-01-2030 POP End: 11-30-2031 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services	264.00	HR	_____	_____
4002	Board Certified/Board Eligible ON-CALL Nephrology Physician Services (includes telephonic response) Contract Period: Option 4 POP Begin: 12-01-2030 POP End: 11-30-2031 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine Services	3,184.00	HR	_____	_____
4003	Board Certified/Board Eligible Nephrology Physician Services Weekend/Holiday Rounds when on-call Contract Period: Option 4 POP Begin: 12-01-2030 POP End: 11-30-2031 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q509 - Family and Internal Medicine	64.00	HR	_____	_____

Services	
OY4 TOTAL:	_____
GRAND TOTAL	_____

B.3 PERFORMANCE WORK STATEMENT

1. GENERAL:

1.1. Services Provided: The Contractor shall provide Board Certified/Board Eligible (Board Eligible must have graduated within the last four (4) years) Nephrologist(s) Physician Services on site in accordance with the specifications contained herein to beneficiaries of the Department of Veterans Affairs (VA) and the Robert J. Dole VA Medical Center.

1.2. Place of Performance: Contractor shall furnish services at the Robert J. Dole VA Medical Center, 5500 E. Kellogg, Wichita, KS 67218. Outpatient clinic is located on the 1st floor in building 26, room 168.

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

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

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

1.4.2. VHA Directive 1003.04: VHA Patient Advocacy

1.4.3. VHA Directive 1053: Chronic Kidney Disease Prevention, Early Recognition, and Management

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

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

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

1.4.7. VHA Directive 1100.20: Credentialing of Health Care Providers

1.4.8. VHA Directive 1100.21: Privileging

1.4.9. VHA Directive 1192.01: Seasonal Influenza Vaccination Program For VHA Health Care Personnel

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

1.4.11. VHA Directive 1605.01: Privacy and Release of Information

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

1.4.13. VHA Handbook 1042.01: Criteria and Standards for VA Dialysis Programs

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

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

1.4.16. VA/DoD Clinical Practice Guidelines for the Management of Chronic Kidney disease

1.5. Acronyms/Definitions: Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a

conflict in language between the Definitions and other sections of this contract, the language in this section shall govern.

1.5.1. ACGME: Accreditation Council for Graduate Medical Education

1.5.2. ACLS: Advanced Cardiac Life Support

1.5.3. AOD: Admitting Officer of the Day

1.5.4. BLS: Basic Life Support

1.5.5. CCNE: Commission on Collegiate Nursing Education: www.aacn.nche.edu/accreditation

1.5.6. CDC: Centers for Disease Control and Prevention

1.5.7. CDR: Contract Discrepancy Report

1.5.8. CEU: Certified Education Unit

1.5.9. CME: Continuing Medical Education

1.5.10. CMS: Centers for Medicare and Medicaid Services

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

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

1.5.13. COS: Chief of Staff

1.5.14. CPARS: Contractor Performance Assessment Reporting System

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

1.5.16. DEA: Drug Enforcement Agency

1.5.17. ED: Emergency Department

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

1.5.19. FSMB: Federation of State Medical Boards

1.5.20. 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.

1.5.21. HHS: Department of Health and Human Services

1.5.22. HIPAA: Health Insurance Portability and Accountability Act

1.5.23. HR: Human Resources

1.5.24. ISO: Information Security Officer

1.5.25. Medical Emergency: a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to

body functions, or causing serious or permanent dysfunction of any body-organ or part.

1.5.26. MOD: Medical Officer of the Day

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

1.5.28. NKF – National Kidney Foundation

1.5.29. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org

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

1.5.31. NP: Nurse Practitioner

1.5.32. NPPES: National Plan and Provider Enumeration System

1.5.33. OPPE/FPPE- Ongoing professional practice evaluation/ Focused professional practice evaluation

1.5.34. PA: Physician Assistant

1.5.35. PALS: Pediatric Advanced Life Support

1.5.36. POP: Period of Performance

1.5.37. PPD: Purified Protein Derivative

1.5.38. PWS: Performance Work Statement

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

1.5.40. QA/QI: Quality Assurance/Quality Improvement

1.5.41. QM/PI: Quality Management/Performance Improvement

1.5.42. QASP: Quality Assurance Surveillance Plan

1.5.43. VHA: Veterans' Health Administration

1.5.44. VISN: Veterans Integrated Services Network

1.5.45. VistA Veterans Information Systems Technology Architecture

1.5.46. 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.

2. QUALIFICATIONS:

2.1. Staff/Facility

2.1.1. License: The Contractor's 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) when services are performed onsite on VA property.

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

2.1.2. Board Certification: All contract Nephrology provider(s) shall be Board Certified /Board Eligible (recent graduates up to four (4) years) physicians by either the American Board of Internal Medicine in Nephrology http://www.abim.org/specialty/nephrology.aspx , or the American Osteopathic Board of Internal Medicine https://certification.osteopathic.org/internal-medicine/ . They must also be currently certified in either Basic Life Support (BLS) OR Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must always be kept up to date . Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.

2.1.3. 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.

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

2.1.4. Technical Proficiency: 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. 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 perform assignments of Nephrology patient/critically ill patient population. Contractor's physician shall demonstrate knowledge of growth and development, and pathophysiology of disease processes specific to the critical care/nephrology population Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for Contractor's 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.

2.1.5. Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Contractor's physician(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credentials office for tracking. These documents are required for both privileging

and re-privileging. Failure to provide shall result in loss of privileges for contract physician(s).

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

Training	**Frequency**	**Annual Hours**
BLS	*Every 2 years AHA certified.*	*2*
Patient Rights	*Annual*	*1*
Patient Safety	*Annual*	*1*
VA Core Values Training (ICARE Recommitment)	*Annual*	*.5*
VA Privacy and Information Security Awareness and Rules of Behavior	*Annual*	*1*
VHA Privacy and HIPAA Focused Training	*Annual*	*1*

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

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

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

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

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

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

2.1.7.6. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide evidence of completing and passing generic self-study blood-borne pathogen training for all Contractor's physician(s) {This is applicable to all health care workers};

provide their own Hepatitis B vaccination series and hepatitis B surface antigen test results following the hepatitis B vaccination series; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident.

2.1.7.7. The facility shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 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.

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

2.1.9. DEA: Contractor shall provide copy of current DEA certificate.

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

2.1.11. Citizenship related Requirements:

2.1.11.1. 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;

2.1.11.2. 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.

2.1.11.3. 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.

2.1.11.4. 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.

2.1.11.5. 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.

2.1.12. 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.

2.1.12.1. 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 Contractor's physician(s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

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

2.2. Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Directive 1100.20 and VHA Directive 1100.21. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the facility COS and/or the Chief of the Service or his designee. The national OPPE/FPPE nephrology performance form shall be used to evaluate each contracted physician's performance on a recurring basis. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.

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

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

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

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

2.7. No Employee status: The Contractor shall be responsible for protecting 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:

2.7.1. Workers' compensation

2.7.2. Professional liability insurance

2.7.3. Health examinations

2.7.4. Income tax withholding, and

2.7.5. Social security payments.

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

2.9. Key Personnel:

2.9.1. The VA Full Time Equivalency (FTE) for the services required is 0.15, a total of 208 hours for clinics, 56 hours of potential call-back, and 64 hours of potential Weekend/Holiday Rounds.

2.9.2. Contractor shall provide minimum number of Board Certified /Board Eligible (recent graduates up to four (4) years) Nephrology providers required to staff the Robert J. Dole VAMC outpatient clinic (208 hours), estimated on-site call-back (56 hours), estimated on-call including telephonic response (3184 hours defined in paragraph 3.1.3), and Weekend/Holiday Rounds when on-call (64 hours defined in paragraph 3.1.4). Outpatient clinic runs as long as it needed in order to see all 8 patients plus overloads and to do return to clinic orders, Lab, phone calls, documentation of the visit, etc. A ½ day a week outpatient clinic on Thursdays from 1:00pm to 5:00pm as needed to finish up all requirements for patients in the outpatient clinic and inpatient locations as needed to get the Veteran taken care of located within the VA Medical Center.

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

2.9.4. Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within 30 calendar day(s) 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 30 calendar days prior to making any permanent substitutions.

2.9.4.1. 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 30 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

2.9.4.2. 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.

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

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

3. VA HOURS OF OPERATION/SCHEDULING

3.1. VA Business Hours: Nephrology Clinic services will be provided from one ½ day a week on Thursdays from 1pm to 5pm and on call coverage as needed.

3.1.1. Patients must be seen by a Contractor's physician(s) on-site at the facility 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.

3.1.2. Contractor's physician(s) shall be available and present in clinic during normal facility 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 8am to 5pm.

3.1.3. Off-hours Coverage: The VAMC will notify the Contractor when call coverage is needed. A call schedule is developed for each month with each day of the month showing when coverage is needed. Contractor must make the contractor's physician(s) available on-call during all hours on the call schedule that they are scheduled for when the Robert J. Dole VAMC including evenings, weekends and holidays. Annual anticipated coverage requirements follow:

3.1.3.1. 480 hours of weekday Hours (8am to 4pm,; 8-hour period) – equates to 60 shifts.

3.1.3.2. 640 hours of weeknights hours (4pm to 8am – 16-hour period) 640 hours – equates to 40 shifts of weeknight on call.

3.1.3.3. 1920 hours of weekend hours 2 24-hour periods; (8am Saturday – 8am Monday); equates to 80 – 24 hour shifts.

3.1.3.4. 48 hours of holidays days: (8am to 4pm 8-hour period); equates to 6 shifts of eight hours each.

3.1.3.5. 96 hours of holidays nights: (4pm to 8am; 16-hour period) equates to 6 shifts of sixteen hours each.

3.1.3.6. On-call Contractor's physician(s) must always be available for phone consultations with VA residents and physicians.

3.1.3.7. On-call providers must be available within 15 minutes by phone and on-site within 60 minutes.

3.1.4. Weekend/Holiday Rounds when On-call: Daily visit for rounds while on-call during weekends and holidays. May include up to 10 patients per day. Maximum hours doctor can stay for rounds is eight hours, but estimated required time is 30 minutes to 1 hour per visit. Duties to be completed during the rounds will include the following:

3.1.4.1. Complete new consults and follow up visits with proper chart documentation.

3.1.4.2. Order needed labs, imaging and new medications/adjust dosing if needed, discontinue medication if appropriate.

3.1.4.3. Communicate with primary team and dialysis nurses as needed.

3.1.4.4. Order dialysis treatments as necessary.

3.1.4.5. Provide hand-off documentation for returning Nephrologists.

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

- New Year's Day
- President's Day
- Martin Luther King's Birthday

- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas
- Any day specifically declared to be a national holiday.

3.3. Cancellations: *Cancellations of clinic schedules, either by the government or the vendor, should be communicated within 30 days of the cancellation or as soon as possible for emergencies.*

4. CONTRACTOR RESPONSIBILITIES

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

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

4.2. Standards of Care:

The Contractor's physician(s)' care shall cover the range of Nephrology services as would be provided in a state-of-the-art civilian medical treatment facility and shall be of a quality that meets or exceeds community standards. Care shall be compliant with all related VHA kidney health policies, recognized TJC standards, and generally consistent with guidance available at:

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

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

4.2.3. The National Kidney Foundation (https://www.kidney.org/professionals/guidelines/guidelines_commentaries) ;

4.2.4. VA Handbook 1042.01 Criteria and Standards for VA Dialysis

4.2.5. VA Directive 1053 Prevention, Early Recognition and Management of Chronic Kidney Disease

4.2.6. VA/DoD Clinical Practice Guidelines for the Management of Chronic Kidney Disease

4.2.7. Kidney Disease: Improving Global Outcomes (KDIGO: https://www.KDIGO.org

4.2.8. National Kidney Foundation-Kidney Disease Outcomes Quality Initiative (NKF-KDIGO; https://www.kidney.org/professionals/ guidelines).

4.2.9. 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 5 U.S.C.552a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

4.3.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment of VA patients. 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 Privacy Act system of records entitled 'Patient Medical Records-VA' (24VA10A7). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services provided to VA patients are captured in the VA electronic health record system as required by VA policy as discussed in 4.4.4. 4.4.3.

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 with community health care providers in compliance with VA regulations, HIPAA and VHA Directive 1605.01, Privacy and Release of Information. The VA will provide the Contractor with a copy of VHA Directive 1907.01, Health Information Management and Health Records and VHA Directive 1605.1, 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:

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

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

4.4. Direct Patient Care: estimated 100% of the time involved in direct patient care.

4.4.1. Per the qualification section of this PWS, the Contractor shall provide the following staff:

4.4.1.1. Board Certified /Board Eligible Nephrologist(s)

4.4.2. Scope of Care: Contractor's physician(s) (as appropriate and within scope of practice/privileging) shall be responsible for providing Nephrology care, including, but not limited to:

4.4.2.1. Medical Care: Contractor's physician(s) shall provide clinical Nephrology services. Contractor's physician(s) shall be present on time for any scheduled clinics as documented by physical presence in the clinic at the scheduled start time.

4.4.2.1.1. Contractor's physician(s) shall provide comprehensive clinical Nephrology services including, but not limited to, evaluation and management of acute kidney injury (AKI), chronic kidney disease, end stage kidney disease (ESKD), fluid and electrolyte disorders, and hypertension; medical evaluation and management of nephrolithiasis; medical management of kidney transplant patients; and evaluation and management of extracorporeal treatment for poisonings and intoxications. Management of AKI and ESKD includes prescription and medical oversight of the performance of kidney replacement therapy, including hemodialysis, peritoneal dialysis, prolonged intermittent kidney replacement therapy and/or continuous kidney replacement therapy, including management of vascular access and procedural complications. Additional procedural services may include placement of central and femoral venous dialysis catheters and percutaneous kidney biopsy, unless otherwise provided by or separately contracted for by VA facility.

4.4.2.1.2. Contractor's physician(s) shall provide consultative services at the patient's bedside if the patient is not ambulatory and in the clinic setting if the patient is able to report to the outpatient clinic. Procedures shall be scheduled for completion within 30 days of the date of the consult.

4.4.2.1.3. 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.

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

4.4.2.3. Discharge education: Contractor's physician(s) shall provide discharge education and follow up instructions that are coordinated with the next care setting for all Nephrology clinical patients.

4.4.3. **ADMINISTRATIVE:** None

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

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

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

4.5.1. 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.

4.5.2. 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.

4.5.3. 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.

4.5.4. Performance Standards: *Must be evaluated using the national VA OPPE/FPPE Nephrology performance evaluation tool and metrics.*

4.5.4.1. Measure: Provider Quality Performance

Performance Requirement: All Contractor's physician(s) shall perform in accordance with clinical standards

Standard: OPPE documentation for all (100%) staff providing services under the contract. All staff (95%) meet Standards.

Acceptable Quality Level: 95% meet Standards

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

4.5.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: All Contractor's physician(s) shall be Board Certified /Board Eligible (recent graduates up to four (4) years) in accordance with American Board of Internal Medicine's Nephrology Standards.

Standard: All (100%) Contractor's physician(s) are Board Certified /Board Eligible (recent graduates up to four (4) years).

Acceptable Quality Level: 100%

Surveillance Method: Periodic Inspection or Random Sampling of qualification documents

Frequency: Quarterly

4.5.4.3. Measure: Scope of Practice/Privileging

Performance Requirement: Contractor's physician(s) perform within their individual scopes of practice/privileging.

Standard: All (100%) Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.

Acceptable Quality Level: 100% Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.

Surveillance Method: Periodic Inspection or Random Sampling of records.

Frequency: Quarterly

4.5.4.4. Measure: Patient Access

Performance Requirement: The Contractor shall provide contract provider(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) is on-time and available to perform services 95% of the time

Surveillance Method: Periodic Inspection or Random Sampling of Time and Attendance Sheets

Frequency: Quarterly

4.5.4.5. Measure: Patient Safety

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

Standard: All (100%) of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.

Acceptable Quality Level: 100% of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.

Surveillance Method: Direct Observation

Frequency: Daily

4.5.4.6. Measure: Maintains licensing, registration, and certification

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

Standard: All (100%) licensing, registration(s) and certification(s) for Contractor's physician(s) shall be provided as they are renewed. Licensing and registration information kept current.

Acceptable Quality Level: 100% licensing, registration(s) and certification(s) for Contractor's physician(s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.

Surveillance Method: Periodic Inspection or Random Sampling

Frequency: Annual

4.5.4.7. Measure: Mandatory Training

Performance Requirement: Contractor shall complete all required training on time per facility policy

Standard: All (100%) of required training is complete on time by contract physician(s).

Acceptable Quality Level: 97%.

Surveillance Method: Periodic Inspection or Random Sampling

Frequency: Annually

4.5.4.8. Measure: Privacy, Confidentiality and HIPAA

Performance Requirement: Contractor is aware of all laws, regulations, policies and procedures relating to privacy, confidentially and HIPAA and complies with all standards Zero breaches of privacy or confidentiality

Standard: All (100%) contractor physician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA

Acceptable Quality Level: 100%

Surveillance Method: Periodic Inspection or Random Sampling; Contractor shall provide evidence of annual training required by the facility, reports violations per VA Handbook 6500.6.

Frequency: Annually

4.5.5. Registration with Contractor Performance Assessment Reporting System

4.5.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed the Simplified Acquisition Threshold and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Sea Logistics Center in Portsmouth, 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.

4.5.5.2. 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.

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

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

5. GOVERNMENT RESPONSIBILITIES

5.1. VA Support Personnel, Services or Equipment: *None*

5.2. 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 and contracting officer representative. Contact information listed below for each.

5.2.1. CO RESPONSIBILITIES:

CO – *Michael Carson, CO, 3450 S 4th Street Trafficway, Leavenworth, KS 66048, Tele: (913)-946-1119; email: Michael.carson1@va.gov*

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

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

5.2.1.3. 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.

5.2.2. COR RESPONSIBILITIES:

The COR for this contract is: *Christopher Lane, Associate GPM, COR, 5500 E Kellogg, Wichita, KS 67218. Tele: 316-685-2221 x51331; email: christopher.lane@va.gov and alternate COR Porsha Fowler-Carr, AO, COR, Tele: 316-685-2221 X53283; email: Porsha.fowler-carr@va.gov*

5.2.2.1. 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.

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

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

5.2.2.4. 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.

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

6. SPECIAL CONTRACT REQUIREMENTS

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

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

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards	Upon quotation and as frequently as indicated in the performance standards.	Contracting Officer

Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon quotation and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer with quotation; renewal submitted to VETPRO system.
Certification that staff list has been compared to OIG list	Upon quotation and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon quotation 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
BLS Certification	Upon award and every two years after award.	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the contract	Upon quotation and as updated	COR

6.2. Billing:

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

6.2.1.1. Name and Address of Contractor

6.2.1.2. Invoice Date and Invoice Number

6.2.1.3. Contract Number and Purchase/Task Order Number

6.2.1.4. Date of Service

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

6.2.1.6. Hourly Rate

6.2.1.7. Quantity of hours worked

6.2.1.8. Total price

6.3. Vendor Electronic Invoice Submission Methods:

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

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

Tungsten Support

Phone: 1-877-489-6135

Website: https://www.tungstenautomation.com/

Department of Veterans Affairs Financial Service Center

https://www.fsc.va.gov/einvoice.asp

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

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

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

6.5. Contractor Security Requirements (VA Handbook 6500.6)

6.5.1. All Clinical Contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. The level of background investigation commensurate with the level of access needed to perform the statement of work is: Tier 1. This requirement is applicable to all subClinical Contractor personnel requiring the same access.

6.6.2. All Clinical Contractor Physician(s) who require access to the Department of Veterans Affairs computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Officer of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subClinical Contractor personnel requiring the same access.

6.6.3. Position Sensitivity – The position sensitivity has been designated as: Low Risk

6.6.4. Background Investigation – The level of background investigation commensurate with the required level of access is minimum background investigation, if required.

6.6.5. Clinical Contractor responsibilities:

6.6.6. The Clinical Contractor shall obtain background investigations through the COR.

6.6.7. The Clinical Contractor shall submit or have their personnel submit the following forms to the contracting officer within 30 days of receipt of the executed contract:

6.6.6.1. Optional Form 306, Declaration for Federal Employment

6.6.6.2. Complete Security Request Packet

6.6.6.3. Self-Certification of Continuous Service

7. VA INFORMATION SECURITY REQUIREMENTS

7.1. The Clinical Contractor and Clinical Contractor's employee shall understand and agree to the following:

- Confidentiality of Records Federal Statutes protects computer access to information.
- Patient information is to be used ONLY in accordance with the duties and responsibilities of the position.
- The Clinical Contractor is responsible for adhering to the policies and procedures regarding security and reporting any suspected violations and security.

7.2. In accordance with Medical Center Policy, computer access/performance of contract may be terminated without prior notice if Clinical Contractor's employee is suspected of any security violations. The Contracting Officer may require that the Clinical Contractor remove from the work place any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

7.3. In performance of official duties, the Clinical Contractor's employee(s) have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. The Clinical Contractor's employee(s) are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which the Clinical Contractor's employee(s) sign.

8. COMPLIANCE WITH REGULATIONS AND POLICIES:

8.1. The Clinical Contractor shall perform required services in accordance with the standards of the Joint Commission on the Accreditation of Healthcare Organization; established principles and ethics of their medical profession. The Clinical Contractor (nurse) shall adhere to Veterans Health Administration (VHA) regulations and the policies, procedures, and regulations of the VAMC.

8.2. The Clinical Contractor, upon request, shall provide quality data and information related to services provided and participate in the Medical Center's Performance Improvement programs when requested to do so. The Clinical Contractor shall also provide documentation of the competency of staff who will be providing the contracted services.

9. MONITORING PROCEDURE:

9.1. This contract will be monitored by the following procedures:

- Documentation in CPRS
- Certification compliance (BLS)

9.2. Contract performance will be monitored by one of the following: Service Chief, COR and/or an appropriately designated VAMC employee.

10. VA INFORMATION AND INFORMATION SYSTEM SECURITY AND PRIVACY LANGUAGE

10.2. 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.

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

10.3.1. 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.

10.3.2. 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.

10.3.3. 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.

10.3.4. 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.

10.3.5. 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.

10.3.6. 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.

10.3.7. 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.

10.3.8. 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.

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

10.3.10. 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.

10.3.11. 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.

10.3.12. 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.

10.3.13. 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.

10.3.14. 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.

10.3.15. 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.

10.3.16. 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.

10.4. 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.

10.4.1. 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.

10.4.2. 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 5, 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.

10.4.3. 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).

10.4.4. 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.

10.4.5. 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:

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

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

10.4.5.3. 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.

10.4.5.4. 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.

10.4.5.5. Contractor/subcontractor personnel have their authorization to work in the United States revoked.

10.4.5.6. 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.

10.4.6. 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.

10.4.7. Contractors/subcontractors who no longer require VA access 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.

10.5. TRAINING.

10.5.1. 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:

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

10.5.1.2. Training for Transient Clinical Staff (VA20152) initially.

10.5.1.3. 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

10.5.1.4. 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].

10.5.2. The contractor shall provide to 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.

10.5.3. 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.

10.6. SECURITY INCIDENT INVESTIGATION.

10.6.1. 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.

10.6.2. 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:

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

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

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

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

10.6.2.5. The amount of data belonging to VA believed to have been compromised.

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

10.6.3. 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.

10.6.4. 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.

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

10.6.6. 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.

10.6.7. 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.

10.6.8. 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.

11. NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS (MAY 2017):
RECORDS MANAGEMENT OBLIGATIONS

11.2. Applicability This clause applies to all Clinical 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.

11.3. 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 reservation 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:

11.3.1. includes [Agency] records.

11.3.2. does not include personal materials.

11.3.3. applies to records created, received, or maintained by Clinical Contractors pursuant to their [Agency] contract.

11.3.4. may include deliverables and documentation associated with deliverables.

11.4. Requirements: The following standard Items relate to records generated in executing this contract and should be included in a typical contract where records could possibly be created, maintained or dispositioned:

11.4.1. Clinical 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.

11.4.2. 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.

11.4.3. In accordance with 36 CFR 1222.32, Clinical 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.

11.4.4. VAMC and its Clinical 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 [VAMC] 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, Clinical Contractor must report to [VAMC]. The agency must report promptly to NARA in accordance with 36 CFR 1230.

11.4.5. The Clinical 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 Clinical 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 Clinical 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 [VAMC] control or the Clinical 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).

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

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

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

11.4.9. The Clinical 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.

11.4.10. The [VAMC] 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 [VAMC] shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Clinical Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

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

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	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
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
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	MAY 2020
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS	FEB 2023
852.219-75	VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (DEVIATION)	JAN 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.237-72	CRIME CONTROL ACT—REPORTING OF CHILD ABUSE	OCT 2019
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019
852.237-75	KEY PERSONNEL	OCT 2019

C.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from December 1, 2026 through November 30, 2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $450,000.00;

(2) Any order for a combination of items in excess of $450,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (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 November 30, 2031.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.8 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.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

C.11 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (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.12 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
Nephrologist
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk
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:

Tier 5:

(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.13 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.14 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.15 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: D.1 Quality Assurance Surveillance Program.

See attached document: D.2 Contractor Rules of Behavior.

See attached document: D.3 Organizational Conflict of Interest.

See attached document: D.4 Immigration and Nationality Act.

See attached document: D.5 Key Personnel Roster.

See attached document: D.6 Past Performance Questionnaire.

See attached document: D.7 Subcontracting Plan Template.

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

Quotation Submission Information

(a) This requirement is being solicited under the authority of Title 38 USC 8153, Sharing of Health Care Resources (HCR) sharing Authority FAR parts used FAR 12.

(b) Offers are to be submitted in two parts: 1) a price response and 2) a non-price response to the evaluation factors. Both responses are to be submitted together; however, the non-price and price responses shall be separated into two severable parts.

The pricing (Evaluation Factor 3) response shall consist of:

- Standard Form (SF) 1449
  - Complete block 17a
  - Complete blocks 30 a-c
- B1, Contract Administration Data
  - Contractor Name, Address, Point of Contact (POC), POC contact information (email and phone)
- B2, Schedule of Services
  - Complete all Line Items for required services
- Amendments to the SF 1449, sign and return the SF 30 for each amendment
  - Complete blocks 15 a-c
- Price analysis will be used to determine that the prices are fair, reasonable, and realistic in accordance with RFO 12.203.

The non-price response shall address the non-price evaluation criteria.

- The non-price response to the Proposal shall not have any reference to price.
- Completed and signed Quality Assurance Surveillance Plan (Section D, D.1)
- Completed and signed Contractor Rules of Behavior (Section D, D.2)
- Completed and signed Organizational Conflict of Interest (Section D, D.3)
- Completed and signed Immigration and Nationality Act Certification form (Section D, D.4)
- Completed Key Personnel Roster (Section D, D.5)
- Completed Past Performance Questionnaires (Section D, D.6)
- Completed Subcontracting Plan Template (Section D, D.7) or signed memorandum stating there are no subcontracting opportunities and why there are no subcontracting opportunities.
- Offeror's Certificate of Insurance
- All Key Personnel listed in the schedule must be submitted with the following qualification information:

- Copy of Curriculum Vitae (CV).
- Copy of provider(s) license.
- Copies of Advance Cardiac Life Support/Basic Life Support (ACLS/BLS) Certifications.
- Malpractice and medical liability insurance certificates.
- Board Certification or proof of Board Eligibility and graduation within four (4) years.
- Health Safety Systems (proof of Health Record as required by solicitation).
- Drug Enforcement Agency (DEA) card.
- National Provider ID (NPI).

- Non-price response should be ordered by the following:

FACTOR 1 - Technical Capability: Response shall demonstrate understanding of the requirements and capabilities to perform the requirements of the Performance Work Statement, meeting or exceeding the requirements. The technical portion submitted will be evaluated based on the verifiable evidence of qualifications response shall include:

(1) **Sub-factor A: License/Certification.**
- Verifiable Current Unexpired and Unrestricted License per the requirements of the Performance Work Statement (PWS) section 2., Qualifications, 2.1.1
- Board Certification/Eligibility per PWS section 2, 2.1.2
- Current unexpired DEA Certification, PWS item 2.1.9
- BLS requirement per PWS 2.1.6

(2) **Sub-factor B: Key Personnel.**
- Proposed physician(s) professional CVs/Resumes with content commensurate with Nephrology Physician adequately describing education, training, work experience, specialties/subspecialties, and fellowships

(3) **Sub-Factor C: Ability to provide adequate management, recruiting and contingencies.**
- Describe the capability to recruit adequate staffing to meet the needs of this contract
- Describe the average personnel turnover rate and how this may affect contract performance. Provide contingency plan.
- Describe the training and mechanism that will be utilized to ensure the competency of proposed candidates. This shall include, but is not limited to, quality assurance and performance improvement

FACTOR 2 - Past Performance: Past Performance information is one The Past Performance evaluation will assess the relative risks associated with the offeror's likelihood of success in performing the solicitation's requirements and indicated by that offeror's record of past performance. Past performance will be assessed on a relevant and recent basis.

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

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

Offerors are required to submit the following:

- Using Section D, D.6, Past Performance Questionnaire, offerors shall survey a minimum of three References for relevant and Nephrology Physician services provided. To be considered relevant, the submitted performance must be the same or similar in size and complexity to the services being procured under this

solicitation. Questionnaires shall be returned by the Offeror's References via email by the return date and point of contact identified in the instructions of D.6.

- Past performance evaluations will be conducted using questionnaire (Section D of the solicitation), information obtained from Contractor Performance Assessment Reporting System (CPARS), or Past Performance Information Retrieval System (PPIRS) and any other sources deemed appropriate. While the Government may elect to consider data obtained from other sources, as well as data on hand, the burden of providing current and complete past performance information rests with the offeror. The past performance information obtained will be used for both the responsibility determination and this evaluation factor.

(c) In order that each Quotation be properly evaluated, it is required that each offeror respond to all items in the order as they appear in the evaluation criteria below. Proposals shall be organized with each section appropriately identified.

(d) The VA will not pay any cost incurred in preparation and submission of Quotations.

(e) Period of acceptance of offeror is 150 days from the date the offer is received.

(f) Every precaution will be taken to safeguard non-price responses against disclosure to unauthorized persons. Any reference to price within the non-price response shall be removed. The non-price response will be informally evaluated for completeness to ensure that all solicitation requirements are addressed.

(g) Responses will be evaluated for both technical merit and price reasonableness. In order to provide full consideration of qualifications for contract award, offerors are encouraged to ensure that the information furnished in support of the technical response is factual, accurate and complete. The Government reserves the right to verify any information provided for evaluation purposes.

(h) Submit all questions reference this solicitation via email to michael.carson1@va.gov no later than 17:00 CST July 31, 2026.

(i) Quotations must be submitted via email to michael.carson1@va.gov no later than 17:00 CST August 26, 2026.

Award may be made on initial proposals without exchanges unless the contracting officer determines that exchanges are considered necessary. The Government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror's Proposal. Failure to submit complete information in the manner described above for the non-price response may be grounds to consider the offeror "Non-responsive" and exclude the Proposal from further considerations. It is, therefore, in the offeror's best interest to submit all required documentation to the fullest degree possible. If an offeror cannot provide all information required by the evaluation factors, a statement documenting each omission shall be included in the offeror's Proposal addressing the omission(s).

FAR DEVIATION FEB 2025

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. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) 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.

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.217-5	EVALUATION OF OPTIONS	JUL 1990
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018
852.273-70	LATE OFFERS	NOV 2021
852.273-74	AWARD WITHOUT EXCHANGES	NOV 2021

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Evaluation Factor 1, Technical Quality
- Evaluation Factor 2, Past Performance
- Evaluation Factor 3, Price

(b) *Basis for Award.* The Government will select the best overall offer, based upon an integrated assessment of evaluation factors listed above. Contract may be awarded to the offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required in the Performance Work Statement of this solicitation) and is judged by an overall assessment of the evaluation factors to represent the most advantageous to the Government. As part of making the assessment, a best value analysis will be performed determining whether or not exceeding the minimum requirements at an associated price provides the best value to the Government.

(c) As a basis for award, trade-offs between price and non-price factors are permitted. THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE. However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the offers evaluated in the non- price factors. The greater the equality of offers within the non- price factors, the more important price becomes in selecting the best value to the Government. Unrealistically proposed prices may be grounds for eliminating an offer from competition either on the basis that the offeror does not understand the requirement, or the offeror has made an unreasonable/unrealistic quotation.

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

(e) A written notice of award or acceptance of an offer, mailed or otherwise 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.

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

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

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

Mike Carson
Contracting Officer

Hand-Carried Address:

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

Mailing Address:

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

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

(End of Provision)

(End of Addendum to 52.212-1)