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

1. REQUISITION NO.	PAGE 1 OF 60

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26326R0063	10/09/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Shanna Comparato, Contract Specialist	402-995-3692	11/10/2026 10:00am CDT

9. ISSUED BY CODE 36C263

Department of Veterans Affairs
Network 23 Contracting Office
Shanna Comparato, Shanna.Comparato@va.gov

316 Robert Street N. STE. 506
St. Paul, MN 55101

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [X] 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: 621511

SIZE STANDARD: $41.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[X] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING N/A

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

15. DELIVER TO CODE 36C368

Department of Veterans Affairs
Nebraska Western Iowa Health Care System
4101 Woolworth Avenue
Omaha, Nebraska 68105-1850

16. ADMINISTERED BY CODE 36C263

Department of Veterans Affairs
Network 23 Contracting Office

316 Robert Street N. STE. 506
St. Paul, MN 55101

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

To all offerors

TELEPHONE NO. DUNS: DUNS+4:

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

18a. PAYMENT WILL BE MADE BY CODE _____

Department of Veterans Affairs

Financial Services Center
PO Box 149971
Austin, TX 78714-9971

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a solicitation to procure a 5-Year Indefinite Delivery, Indefinite Quantity Contract under the authorities of: FAR 12, 38 USC 8153, FAR 15, and VAAR 873, to procure Pathology Services for the Nebraska Western Iowa Health Care System (NWIHCS) Quantities in the Schedule of Services (Attachment A) are Estimates. See B.2 for Schedule of Services, on Page 5 See B.3 for Performance Work Statement, Pages 6 - 30 (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 [ ] ARE [ ] ARE NOT ATTACHED.

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) / 30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Logan Gahring VA-VHA-RPOC-2026-0025 Contracting Officer / 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 Contract Administration Data

Under the authority of 38 USC § 8153, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Nebraska-Western Iowa VA Health Care System (NWIVAHCS), the services and prices specified in the Sections B.2 (Schedule) and B.3 (PWS).

1. **CONTRACT ADMINISTRATION:** All contract administration will be handled by:

CONTRACTOR: Address: Point of Contact: Telephone: E-mail: **CAGE:** **SAM UEI:**	GOVERNMENT: Department of Veterans Affairs Network Contract Office 23 (NCO 23) 316 North Robert Street St. Paul, MN 55101-1495 **Contracting Officer**: Logan Gahring, 319-339-7113 Logan.Gahring@va.gov **Contract Specialist:** Shanna Comparato, 402-995-3692 or Shanna.Comparato@va.gov **Contracting Officer Representative**: Megan Hollibaugh, 402-995-3604 Megan.Hollibaugh@va.gov

2. Contractor and Government points of contact can be changed by written notification to the other party. Notification will be placed in the Contract file and will not require a modification to the Contract.

3. **CONTRACT REMITTANCE ADDRESS**: All payments by the Government to the Contractor will be made in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer – System for Award Management, and VAAR 852.232-72, Electronic Submission of Payment Requests.

4. **AVAILABILITY OF FUNDS:** The Contractor shall perform no service until funding is provided for the applicable performance period and the Contracting Officer authorizes such services in writing.

5. **INVOICES**: Invoices shall be submitted electronically monthly in arrears. The Contracting Officer's Representative (COR) will review all invoices submitted. The COR is responsible for certifying invoices for payment for only those services received and deemed acceptable by VA. Once certified by the COR, payment can be made via the Tungsten Network. See Performance Work Statement (PWS) Section 6.2 for billing instructions.

6. **POST AWARD ORIENTATION:** The Contracting Officer will schedule a post award orientation for contract orientation purposes as required by VA Acquisition Manual, Part M 842.502-70.

7. **SECURE COMMUNICATION**: This document is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this document does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this document in error, please notify the Contracting Officer listed in Section 1 above.

8. **ACKNOWLEDGEMENT OF AMENDMENTS**: The offeror acknowledges receipt of Amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO.	***DATE***

B.2 Schedule of Services

In accordance with FAR Parts 12, 15 and VAAR 873, the Contractor shall provide unit pricing for **all** Diagnostic Tests listed in (Section D, Attachment 5, Pathology Schedule of Services) for each ordering period in order to be eligible for contract award.

The total extended estimated pricing shall be all-inclusive (including transportation and other associated costs). The Contractor shall enter the total for each year of the Ordering Period to the corresponding year on the (Section D, Attachment 5, Pathology Schedule of Services) and input into the tables below under the Schedule of Services. Tests referred within the Contractor-owned laboratory network or subcontracted laboratories shall be at no additional transfer charge or confirmation charge to the Government.

ORDERING PROCEDURES: This is a Fixed Price (FP), Indefinite Delivery, Indefinite Quantity Contract under C.6 FAR 52.216-22. Actual quantities may vary from the quantities listed in **Section D, (Attachment 5 - Pathology Schedule of Services)**.

The Task Orders shall be funded for each Period of Performance to be furnished under this contract and shall comply with C.4 FAR 52.216-18 and C.5 FAR 52.216.19. Any services to be furnished under this contract shall be ordered by issuance of Delivery Orders or Task Orders by the Contracting Officer or Administrative Contracting Officer. Orders may be issued by electric commerce methods.

In Accordance with FAR 16.504(a)(1), The guaranteed minimum and maximum dollar amounts are listed in the table below. These following amounts cover the Minimum and Maximum of the Five-Year Ordering Period. The maximum dollar amounts shall not be exceeded.

IDIQ Established Minimum and Maximum dollar amounts for the Five-Year Ordering Period

Minimum	$2,000.00
Maximum	$8,000,000.00

Period of Performance: One Ordering Period of Five Years. (April 1, 2027 – March 30, 2032).

SCHEDULE OF SERVICES

Year 1 of Ordering Period, Period of Performance– 4/1/2027-3/31/2028

Line Item	Services	Total Estimated Price, Year 1 of Ordering Period
0001	Pathology Services in accordance with the PWS	

Year 2 of Ordering Period, Period of Performance– 4/1/2028-3/31/2029

Line Item	Services	Total Estimated Price, Year 2 of Ordering Period
1001	Pathology Services in accordance with the PWS	

Year 3 of Ordering Period, Period of Performance– 4/1/2029-3/31/2030

Line Item	Services	Total Estimated Price, Year 3 of Ordering Period
2001	Pathology Services in accordance with the PWS	

Year 4 of Ordering Period, Period of Performance– 4/1/2030-3/31/2031

Line Item	Services	Total Estimated Price, Year 4 of Ordering Period
3001	Pathology Services in accordance with the PWS	

Year 5 of Ordering Period, Period of Performance– 4/1/2031-3/31/2032

Line Item	Services	Total Estimated Price, Year 5 of Ordering Period
4001	Pathology Services in accordance with the PWS	

TOTAL ESTIMATED COST FOR ALL FIVE YEARS OF THE ORDERING PERIOD:_____

B.3 Performance Work Statement (PWS)

1.GENERAL:

1.1. **Services Required**: The Department of Veterans Affairs, Nebraska-Western Iowa Health Care System , has a requirement for medical laboratory and testing analysis services. The Contractor shall be responsible for performing pre-analytic processing as defined in its laboratory manual, analysis, and reporting of analytical results and interpretation for clinical and anatomical pathology specimens as requested by participating facilities (listed below) during the contract period. The contractor shall provide Pathology and Laboratory Medicine Services, on a scheduled basis, in accordance with the specifications, terms and conditions herein. VA will be responsible for specimen collection, preparation, grossing (with the exception of, cytology specimens); global surgical pathology cases would require grossing by the contractor. The VA will accession histology and cytology cases, VistA accessioning, preservation and storage of final slides and blocks. All slides and blocks must be returned to the VA for permanent storage

1.2. **Lab Referral Services**: Lab Referral Services will be provided for the Department of Veterans Affairs, VISN 23 Midwest Healthcare System Services for the following participating facilities:

1.2.1.Omaha VA Medical Center – Man Laboratory
(4101 Woolworth Avenue Omaha, Ne 68105)

1.2.2.Lincoln Community Based Outreach Clinic (CBOC) – Main Laboratory
(420 Victory Park Drive Lincoln, Ne 68510)

1.2.3.Grand Island Community Based Outreach Clinic (CBOC) – Main Laboratory
(2201 North Broadwell Avenue Grand Island, Ne 68803)

1.3. **Authority:** Title 38 USC § 8153, Health Care Resources (HCR) sharing Authority and Federal Acquisition Regulation (FAR) Parts 13, 15, and VAAR Part 873

1.4. **Policy/Handbooks:** The Contractor shall be subject to the following policies and regulations including any subsequent updates during the period of performance of this contract. Copies of most current VA and VHA publications are located at: https://www.va.gov/vapubs/ and http://www.va.gov/vhapublications/.

1.4.1.VA Directive 1663: "Health Care Resources Contracting – Buying"
1.4.2.VHA Handbook 1100.18 "Reporting and Responding to State Licensing Boards"
1.4.3.VHA Directive 1100.21(1) "Privileging 17 QM Quality Management"
1.4.4.VHA Directive 1106, "Pathology and Laboratory Medicine Service"
1.4.5.VHA Directive 1601B_04 "Decedent Affairs"
1.4.6.VHA Directive 1907.01(1): "VHA Health Information Management and Health Records"
1.4.7.Privacy Act of 1974 (5 U.S.C. 552a) as amended
1.4.8.VA Directive 6004, "Configuration, Change, and Release Management Programs"
1.4.9.VA Directive 6300, "Records and Information Management"
1.4.10. VA Directive 6371, "Destruction of Temporary Paper Records"
1.4.11. VA Directive 6500, "VA Cybersecurity Program"
1.4.12. VA Directive 6517, "Risk Management Framework for Cloud Computing Services"
1.4.13. VA Directive 6513, "Secure External Connections"
1.4.14. VA Handbook 6300.1, "Records Management Procedures
1.4.15. VA Handbook 6500, "Risk Management Framework for VA Information Systems, VA Information Security Program"
1.4.16. VA Handbook 6500.2, "Management of Breaches Involving Sensitive Personal Information"
1.4.17. VA Handbook 6500.3, "Certification and Accreditation of VA Information Systems
1.4.18. Cancer Protocol Templates | College of American Pathologists
1.4.19. Title 42 CFR 415.170 Code of Federal Regulations (CFR) Section

1.5. **Acronyms:** Terms used in this Performance Work Statement 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. AABB: Association for the Advancement of Blood & Biotherapies
1.5.2. ACO: Administrative Contracting Officer
1.5.3. ANSI: American National Standards Institute
1.5.4. AP: Anatomical Pathology
1.5.5. AMA: American Medical Association
1.5.6. ASCP: American Society for Clinical Pathology
1.5.7. BAA: Business Associate Agreement
1.5.8. BBA: Balanced Budget Act
1.5.9. C&A: Certification and Accreditation (Authorization)
1.5.10. CAP: College of American Pathologists
1.5.11. CBOC: Community Based Outpatient Clinic
1.5.12. CDC: Centers for Disease Control and Prevention
1.5.13. CDR: Contract Discrepancy Report
1.5.14. CEU: Certified Education Unit
1.5.15. CFR: Code of Federal Regulations
1.5.16. CASA: Cisco Adaptive Security Appliance
1.5.17. CLIA: Clinical Laboratory Improvement Act of 1988
1.5.18. CME: Continuing Medical Education
1.5.19. CMP: Civil Monetary Penalty –(42 U.S.C. § 1320a-7a)
1.5.20. CMS: Centers for Medicare & Medicaid Services
1.5.21. 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.
1.5.22. 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.
1.5.23. COS: Chief of Staff
1.5.24. COTR: Contracting Officer Technical Representative
1.5.25. CP: Clinical Pathology
1.5.26. CPARS: Contractor Performance Assessment Reporting System
1.5.27. CPT: Current Procedural Terminology
1.5.28. Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
1.5.29. Critical Value/Test: A test result that requires evaluation by a physician or other health care provider as soon as verified. Failure to take appropriate action as a result of a critical value might cause harm or undue suffering for a patient. A list of critical values is to be made available to VISN 04 upon request.
1.5.30. DEA: Drug Enforcement Agency
1.5.31. DOB: Date of Birth
1.5.32. DMS: Data Management System
1.5.33. ESCCB: (VA) Enterprise Change Control Board
1.5.34. EHR: Electronic Health Record – Electronic Health Record system used by the VA
1.5.35. EMR: Electronic Medical Record
1.5.36. FAPIIS: Federal Awardee Performance and Integrity Information System
1.5.37. FAR: Federal Acquisition Regulation
1.5.38. FDA: Food and Drug Administration
1.5.39. FISMA: Federal Information Security Management Act
1.5.40. FOIA: Freedom of Information Act
1.5.41. FSC: Financial Services Center
1.5.42. FTCA: Federal Tort Claims Act
1.5.43. HCR: Health Care Resources
1.5.44. HCS: Health Care System

1.5.45. HEDIS: Health Plan Employer Data and Information Set
1.5.46. HHS: Department of Health and Human Services
1.5.47. HIPAA: Health Insurance Portability and Accountability Act
1.5.48. HIS: Hospital Information System
1.5.49. HL7: Health Level Seven
1.5.50. IDIQ: Indefinite Delivery Indefinite Quantity
1.5.51. ISO: Information Security Office or Officer
1.5.52. LIN: Line-Item Number
1.5.53. LIS: Laboratory Information System
1.5.54. LOINC: Logical Observation Identifier Names and Codes
1.5.55. NARA: National Archives and Records Administration
1.5.56. NCQA: National Committee for Quality Assurance
1.5.57. NIST: National Institute of Standards and Technology
1.5.58. NPI: National Provider Identifier: NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).
1.5.59. NWIHCS: Nebraska-Western Iowa Healthcare System
1.5.60. OIG: Office of Inspector General
1.5.61. OIT: VA Office of Information and Technology
1.5.62. OMB: Office of Management and Budget
1.5.63. OSHA: Occupational Safety and Health Administration
1.5.64. PHI: Protected Health Information
1.5.65. PLMS: Pathology and Laboratory Medicine Services
1.5.66. POC: Point of Contact
1.5.67. POP: Period of Performance
1.5.68. PPIRS: Past Performance Information Retrieval System
1.5.69. PWS: Performance Work Statement
1.5.70. QA/QI: Quality Assurance/Quality Improvement
1.5.71. QC: Quality Control
1.5.72. QASP: Quality Assurance Plan
1.5.73. QM/PI: Quality Management/Performance Improvement
1.5.74. RA: Regulatory Agency
1.5.75. RFP: Request for Proposal
1.5.76. Routine Test: A test that is usually performed at high volume in which the result is required in 24 hours generally.
1.5.77. SF: Standard Form
1.5.78. OI: Security Office Identifier
1.5.79. SON: Submitting Office Number
1.5.80. Special Handling: Unusual circumstances may dictate the need for a specimen to be picked up, run out of sequence at a special time, or reported within a shorter than usual time.
1.5.81. SSN: Social Security Number
1.5.82. STAT: A designated category of tests that requires immediate processing to expedite results to physicians handling potentially life-threatening cases.
1.5.83. TAT: Turnaround Time - The length of elapsed time between pick-up or dispatch of specimen from the contractor's laboratory until the receipt of the completed printed/ electronically transmitted report back in the lab.
1.5.84. TC: Technical component (CMS pricing) of a service or procedure and includes the cost of equipment and supplies to perform that service or procedure.
1.5.85. TIC: Trusted Internet Connection
1.5.86. TJC: The Joint Commission
1.5.87. VA NWIHCS: The Department of Veterans Affairs Medical Center, Nebraska-Western Iowa Health Care System.
1.5.88. VAMC: Veterans Affairs Medical Center
1.5.89. VetPro: a federal web-based credentialing program for healthcare providers

1.5.90. VHA: Veterans Health Administration - The central office for administration of the VA medical centers through throughout the United States. The VHA is located in Washington, D.C.

1.5.91. VISN: Veterans Integrated Services Network - The regional oversight for the VA medical centers

1.5.92. VistA: Veterans Integrated Systems Technology Architecture - A PC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system

1.6. Regulatory Compliance: Contractor shall be responsible for maintaining contractor's facility in regulatory compliance with respect to VA, Federal and State regulatory agencies including but not limited to: VA Office of Inspector General (OIG), Food and Drug Administration (FDA), and Centers for Medicare & Medicaid Services (CMS) as well as to accrediting entities such as but not limited to College of American Pathologists (CAP), American Association of Blood Bankers (AABB), Occupational Safety and Health Administration (OSHA) and Joint Commission (JC). These responsibilities include, but are not limited to, assuring acceptable levels of risk for Veteran safety, maintaining adequate quality of services to facility providers and their Veterans, and working with VA to minimize inappropriate utilization of laboratory resources through utilization review and consultation. Contractor shall be required to report all findings and actions to the VA periodically to assure contractor and VA compliance with regulations and by-laws.

1.7. Facilities: The contractor shall provide and maintain facilities including, but not limited to buildings, utilities, environmental control, communications, and information systems for the execution of professional services in such a state as to ensure continuity and level of quality required to maintain regulatory compliance. The right is reserved to thoroughly inspect and investigate the establishment, facilities, business reputation and other qualifications of any bidder and to reject any bid, irrespective of price, that shall be administratively determined, lacking in any of the essentials necessary to assure acceptable standards of performance.

1.8. Equipment: The contractor shall provide and maintain laboratory testing instruments and other ancillary equipment at contractor's site in support of professional services in such a state as to assure continuity and level of quality required to maintain regulatory compliance. ***Equipment provided by the Contractor for use at the VA NWI facility will be returned to the Contractor when requested, or at the*** **end of the contract.**

1.9. Supplies: The contractor shall provide all supplies necessary to support professional services in such quantities and state of condition as to assure continuity of said services to the facility's practitioners at a level of quality required to maintain regulatory compliance. This includes all materials necessary to collect, preserve, transport (this includes containers of various sizes for the specimens, collection containers (of such quality that specimens will not be compromised, i.e., polypropylene)/kits for both surgical and cytopathology specimen(s) immunofluorescent preservative, EM fixative, flow cytometry preservative, etc.), and process specimens examined at the contractor's facility as part of the provision of the professional services. A detailed list is provided:

1.10. The Contractor shall contact the assigned point of contact for each participating facility within a minimum of five (5) calendar days after award to coordinate the furnishing and delivery of specimen collection and transportation supplies, communication terminal and connections, and the installation of equipment.

1.11. The Contractor shall provide each participating facility supplies and equipment within five (5) business days after receipt of the order. The assigned point of contact for each facility will request replenishment of supplies from the Contractor on an as needed basis.

Table 1.11

NWIHCS – Omaha/Lincoln/Grand Island Division Supplies	
ITEM	**Furnished by:**
10 mL Formalin filled containers	Contractor
30 mL Formalin filled containers	Contractor
Cytolyt	Contractor
Pap Kits	Contractor
Tissue Media - Flow	Contractor
4 oz. Containers (to be approved by the VA)	Contractor
8 oz. Containers (to be approved by the VA)	Contractor
16 oz. Containers (to be approved by the VA)	Contractor
32 oz. Containers (to be approved by the VA)	Contractor
64 oz. Containers (to be approved by the VA)	Contractor
86 oz. Containers (to be approved by the VA)	Contractor
5.7L Containers (to be approved by the VA)	Contractor
Blue Cassettes	Contractor
Requisition forms	Contractor
Special Media or Tubes for Samples	Contractor
All Supplies for Special Tests (e.g. Viral Studies)	Contractor

1.12. Personnel: The contractor shall provide all personnel necessary at contractor's site to support technical services in such number and level of professional experience as to assure continuity and level of quality as established by this facility to meet regulatory requirements by VA and JC regulations. The contractor shall have adequate personnel to be able to provide the full schedule of services within established turn-around times. All personnel shall be properly trained, boarded, professional personnel to provide services as necessary to support the VA Nebraska-Western Iowa Health Care System mission.

1.13. Oversight: To the degree the contractor maintains authority over its personnel, in cooperation with the VA, the contractor shall provide all necessary administrative and personnel management resources to maintain appropriate professional behavior to ensure continuity and level of quality as established by this facility to meet regulatory requirements by VA and Regulatory Agencies. In addition, the contractor will be responsible through an appointed medical director to provide supervisory oversight to personnel at contractor's facilities

1.14. Term of Contract: ONE ORDERING PERIOD of FIVE YEARS is effective April 1, 2027, through March 31, 2032.

2. CONTRACTOR QUALIFICATIONS:

2.1. **Licensing and Accreditation:**

2.1.1. The Contractors' Laboratory Director, Medical Technologists, Medical Technicians, Cytotechnologists and Pathologists shall meet and maintain the Personnel qualifications required by CLIA. Further, the Contractor will provide evidence of the Contractors' current compliance thereof. All Staff shall be appropriately licensed/accredited by the College of American Pathologists (CAP), The Joint Commission or (other Accreditation Body). In addition, the laboratory must be certified and maintain certifications meeting the requirements of the Department of Health and Human Services Clinical Laboratory Improvement Act of 1988.

2.1.2. All professionals providing services under the terms of this contract will be appropriately certified and/or licensed as described herein and possess the requisite skills and experience to perform P&LM services. The contractor will be responsible for ensuring that contractor employees performing work on this contract are fully trained and competent to perform the required work. The contractor is required to develop and maintain the following documents for each contractor employee working on the contract: credentials and qualifications for the job; a current competency assessment checklist (an assessment of knowledge, skills, abilities and behaviors required to perform a job correctly and skillfully; includes knowledge and skills required to provide care for certain patient populations, as appropriate); a current performance evaluation supporting ability of the contractor employee to successfully perform the work required in this solicitation; a

list of relevant continuing education for the last two years, and a current provider license is required. Contractor will ensure that VA NWIHCS always has a current copy of provider license(s).

2.1.3. License: All licenses held by the contractor staff working on this contract shall have a full and unrestricted valid medical license to practice medicine in a state, Territory or Commonwealth of the U.S. or in the District of Columbia. The physician must maintain a current registration in the State of licensure if this is a requirement for continuing active/current licensure. Contractor staff must submit evidence of at least one full, active, current and unrestricted licensure, registration, certification, and/or other relevant credentials, for verification prior to appointment and throughout the employment process, as requested by the Contracting Officer's Representative (COR). Contractor is responsible for keeping the VA COR apprised of anything that would adversely affect or otherwise limit their clinical privileges. NOTE: Failure to keep VA fully informed on these matters may result in administrative or disciplinary action.

2.1.4. The Contractor is responsible to ensure that all personnel (1) possess the requisite credentials to practice at the full performance level of their profession. The Contractor shall notify the Contracting Officer in writing of all malpractice investigation or licensure or certification suspension that concerns the Contractor, or any discovery of any disciplinary action taken against laboratory/laboratories performing under the contract within 24 hours of notification of an investigation or suspension.

2.1.5. The Contractor shall maintain current accreditation and notify the Contracting Officer of all lapses in state license and or accreditation (Clinical Laboratory Improvement Amendments (CLIA) certification, COLA, CAP, JC, etc.) The Contractor shall provide a copy of the renewed licenses to the Contracting Officer before expiration.

2.1.6. Professional Liability Insurance: The Contractor shall provide and maintain professional liability insurance by a commercial insurance company in the business of providing the required insurance coverage.

2.1.7. Board Certification/Eligibility: All contract Pathologists must have current American Board of Pathology specialty and/or subspecialty certification (AP/CP certification is preferred). Certification must be maintained throughout the course of the contract. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification must be provided by the contractor on an annual basis. Cytotechnologists must be American Society for Clinical Pathology (ASCP) certified.

2.1.8. Pathologists: The Contractor shall sufficient Pathologist coverage, who will regularly consult with VA Pathologists and other associated Healthcare Providers at the participating facilities cited in Section 1.2. The Contractors Pathologists shall have graduated from an approved School of Medicine or Osteopathy; and shall have completed a residency or fellowship in Pathology acceptable to the United States Surgeon General and shall possess a valid license to practice clinical reference laboratory services from a United States jurisdiction.

2.1.9. The Contractor shall provide the following information prior to contract award, and upon proposed change of any Key Personnel:

- 2.1.9.1. Provider Name with their Title/Position and Grade/Rank
- 2.1.9.2. Curricula Vitae, (Not to Exceed 2 pages, per) – Is this required?
- 2.1.9.3. Technical Staff Competency Skills Assessment
- 2.1.9.4. CAP and or any Proficiency Exam participation for the last two (2) years
- 2.1.9.5. Proficiency Examination Exception Reports for the past two (2) years

2.1.10. Technical Proficiency: Contractor's physician(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to read, write, speak, and comprehend the English language, fluently. Contractor will provide documents upon request from 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. Education: Contractor staff must possess a degree of Doctor of Medicine or an equivalent degree resulting from a course of education in medicine or Osteopathic Medicine.

The degree must have been obtained from one of the schools approved by the Secretary of Veterans Affairs for the year in which the course of study was completed.

2.1.11. Continuing Medical Education (CME)/Certified Education Unit (CEU) Requirements: Contractor will provide the COR copies of current CMEs/CEUs as required or requested by the VA NWIHCS. Contractors registered or certified by national/medical associations shall continue to meet the minimum standards for CMEs/CEUs to remain current. These documents are required for both privileging and re-privileging. Failure to provide will result in loss of privileges.

2.1.12. **Conflict of Interest:** The Contractor and all Contractor's employees are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest and fully outlined in response to the subject attachment in Section D (Attachment D.4) of the solicitation document.

2.1.13. Citizenship-Related Requirements:

2.1.13.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, 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.

2.1.13.2. 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.

2.1.13.3. 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(s) 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.

2.1.13.4. The Immigration and Nationality Act 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.

2.1.13.5. 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 (Attachment 3) in Section D of the solicitation document.

2.1.14. Annual Office of Inspector General (OIG) Statement:

2.1.14.1. 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 shall not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

2.1.14.2. Therefore, the Contractor shall review the OIG List of Excluded Individuals/Entities on the OIG website at http://oig.hhs.gov/exclusions/index.asp to ensure that the proposed contractors and/or firm(s) are not listed. Contractors 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 or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the contractors and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

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

2.1.14.4. 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 proposal.

2.1.14.5. DEA: Contractor shall provide copy of current DEA certificate (if applicable) for Nebraska where services will be provided under this contract.

2.2. TECHNICAL DIRECTION: The qualifications of contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Technical direction of all clinical personnel covered by this contract will be provided by the VA NWIHCS COS and/or the Chief of the Service or his/her designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request during the administration of the resultant contract.

2.3. NON-PERSONAL SERVICES: This contract is a non-personal healthcare services contract. "Non-personal services contract means a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees." The parties agree that the contractor, all contractor staff, agents and sub-contractors shall not be considered VA employees for any purpose.

2.3.1. Inherent Government Functions: Contractor and contractor staff 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, 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.

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

2.3.2.1. Workers' compensation
2.3.2.2. Professional liability insurance
2.3.2.3. Health examinations
2.3.2.4. Income tax withholding, and
2.3.2.5. FICA and Medicare tax withholding

2.3.3. Tort Liability: The Federal Tort Claims Act does not cover contractors' or sub-contractors' staff. When a contractor or a member of their staff has been identified as a provider in a tort claim, the contractor is responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a contractor's staff action or non-action is the responsibility of the contractor and/or insurance carrier.

2.3.4. Malpractice Claims: The NWIHCS Facility Director or designee will provide written notification to all licensed practitioners when a claim for medical malpractice is filed with respect to care provided by that practitioner (reference VHA Directive 2009-032). Such notification must be provided within 30 days from the date Regional Counsel notifies the facility Director that a claim for medical malpractice has been filed under the Federal Tort Claims Act (FTCA), Title 28 United States Code (U.S.C.) 1346(b), 2671-2680. Please reference: https://www.vendorportal.ecms.va.gov/FBODocumentServer/DocumentServer.aspx?DocumentId=361153&FileName=VA263-12-R-0372-005.PDF

2.4. **GENERAL:**

2.4.1. The Government may evaluate the quality of professional and administrative services provided but retains no control over the medical or professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment).

2.4.2. To the extent that this contract is subject to Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. 1395(v)(1)(I), and the regulations promulgated hereunder, and the cost or the value or the services provided is $10,000 or more over a 12-month period, the contractor shall allow the Comptroller General and their duly authorized representatives to have access to the contractor's contract, books, documents and records until the expiration of four years after the services are furnished under the Agreement. FAR subpart 4.7. Subpart 4.7 - Contractor Records Retention | Acquisition.GOV

2.5. **KEY PERSONNEL AND EMERGENCY SUBSTITUTIONS**:

2.5.1. During the first ninety (90) days of performance, the contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The contractor shall notify the CO, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required below. After the initial 90-day period of the contract the contractor shall submit the information required below to the CO at least 25 days prior to making any permanent substitutions. **NOTE: Contractor will not be reimbursed for any services performed by a contractor not identified on the contract.**

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

3. CONTRACTOR RESPONSIBILITIES:

3.1. SERVICES REQUIRED: Contractor shall provide Pathology and Laboratory Medicine services for VA beneficiaries. All work is to be performed at the contractor's site. Contractor is responsible for providing and delivery of all supplies, materials, equipment, and labor to perform the services.

3.2. Procedure Guidance:

3.2.1. The testing methodology and reference ranges for a test must be defined in the Contractor's laboratory manual and shall be available online for reference. The Contractor shall provide change notice prior to implementation of each new/updated/retired medical procedure and service. The Contractor's laboratory user manual shall be made available to a Contracting Officer's Representative if requested.

3.2.2. The Contractor shall ensure that all tests performed meet the currently acceptable standard deviation and that have daily controls conducted to determine testing accuracy. Upon request by the Contracting Officer (CO) or assigned Contracting Officer's Representative (COR) for the applicable facility and the Contractor shall make available quality assurance information on specific testing procedures for review.

3.2.3. Tests referred within the Contractor-owned Laboratory Network or subcontracted laboratories shall be at no additional transfer charge or confirmation charge to the Government.

3.2.4. The contractor shall provide timely and appropriate testing of patient specimens, according to the requirements below, as requested by VA NWIHCS Pathology & Laboratory Department.

3.2.5. Services shall include:

3.2.5.1. Transportation of clinical laboratory specimens, originating from the Omaha VA Medical Center, Grand Island and Lincoln Community Based Outpatient Clinics (CBOCs) to the contractor's site, contracted commercial reference laboratory or designated site. All specimens picked up from Grand Island and Lincoln CBOCs will be transported to the Omaha VA.

3.2.5.2. Performance of pre-analytical testing samples shall be labeled 100% correctly all of the time to include case number OR patient full name and full SSN OR full DOB.(See 3.4.3)

3.2.5.3. Execution and/or reporting of analytical testing.

3.2.5.4. The contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

3.2.6. Histology:

3.2.6.1. Slides will be cut and labeled with appropriate identification labels. The slides must be returned to NWIHCS-Omaha Main Lab by 9:00 a.m. daily for assessment and reporting and for permanent storage.

3.2.6.2. Permanent storage of blocks & slides as requested will be the responsibility of the contractor if they perform the professional component. A block/slide request must be fulfilled by the contractor and have said block(s)/slide(s) returned to the VA within 24 business hours (Mon-Fri) of request. If the contractor performs the grossing of a specimen, the contractor will retain the slides and blocks until the VA requests them to be returned. If the contractor does not perform the professional component all blocks/slides will be returned to the VA.

3.2.6.3. Contractor to provide the VA Pathologists with an accurate, reliable, and seamless method to process requests to order special stains, extra cuts, etc. Ordering additional studies on tissue blocks will include, but not be limited to:

- Recuts
- Levels
- Special Stains
- Immunohistochemical Stains
- Send Out to Third Party Reference Laboratory for Specialty Studies
- Return of tissue blocks to VA within 24 hours of request.
- Routine cases that require additional studies, i.e., cuts, stains, etc., will be turned around in the next business day of the request.
- Listing of supplies to be furnished by VA and contractor (reference table in paragraph 1.1.5.)

3.2.7. Cytology:

3.2.7.1. VA will send specimens and requisition with information needed to order in contractor's LIS with a routine courier.

3.2.7.2. Contractor staff will accession cases in contractor's LIS.

3.2.7.3. Contractor cytotechnologists will transcribe into contractor's LIS. The contractor will perform both the technical and professional components (to be billed using the applicable component rates)

3.2.7.4. Internal Consults and Second Signature Consults as requested - Attachment 13.

3.2.8. Global Case Review:

3.2.8.1. If there are anatomic pathology global cases, the contractor must review 10% of all global cases monthly per accrediting agency guidelines.

3.2.8.2. Any discrepant results must be communicated by telephone or in person within one (1) working day to a VA Pathologist and be included in the monthly report.

3.2.9. Autopsy Procedures: All autopsy procedures shall be compliant with VHA Directive 1601B_04 Decedent Affairs and VHA Directive 1106, "Pathology and Laboratory Medicine Service.

3.2.9.1. The Government does not require Accreditation from the National Association of Medical Examiners (NAME)

3.2.10. The Contractor shall provide autopsy services on an as-needed basis Monday through Friday, 8:00am – 5pm, excluding Federal Holidays. These services include the performance of autopsies, preparation of reports, communication with VA providers, and compliance with applicable Federal, State and VA/VHA Handbooks and Directives. These services shall support clinical, diagnostic regulatory, and quality assurance needs. The Administrative Officer of the Day, (AOD) may be reached at 402-995-3250. The AOD shall coordinate the dignified transfer of Veteran remains for anatomic pathology autopsy, pick-up and delivery to contractors' site. The Government prefers to have autopsies performed within a 50-mile radius of each of the three locations identified in the PWS. The Contractor shall receive with the body: a completed and signed VA Form 10-379 "Consent and Authorization for Autopsy", and the decedents medical record history.

3.2.11. All autopsies will be performed at Contractor's site. There is potential that some autopsies may be performed on-site (NWIHCS) in the future. The Contractor shall be responsible for:

3.2.11.1. Furnishing the autopsy facility

3.2.11.2. Furnish materials, supplies, and equipment necessary to complete post-mortem autopsy examinations.

3.2.11.3. The Autopsy Technician shall perform the initial preparation by opening the body cavity and removing organs or tissue for evaluation.

3.2.11.4. The Medical and/or Forensic Pathologist shall conduct a physical assessment/examination of the decedent.

3.2.11.5. Upon completion of the autopsy, the Autopsy Technician shall close the body cavity and notify the Administrative Officer of the Day that the decedent remains are ready for transport back to NWIHCS.

3.2.11.6. Autopsy/Pathology personnel shall ensure that NWIHCS cart that was utilized to transport the decedent, is clean, and free from bodily fluid contamination related to the post-mortem examination.

3.2.11.7. Autopsies are usually performed Monday through Friday, 8:00am – 5:00pm, local (CST/CDT). Except for extenuating circumstances for an autopsy to be performed the day requested, the body must be received in the Contractor autopsy facilities by 2:00pm CDT/CST on days of operation. If the decedent body is not received by 2:00pm CDT/CST, the autopsy will be performed the next business day.

3.2.11.8. The Contractor will be responsible for the transportation of the body to the contractor's site and release of the decedent remains to the Funeral Home identified by the decedent's family. Transportation of decedent remains directly to the contractor site, within the Omaha, Lincoln, or Grand Island Nebraska Metropolitan area.

3.2.11.9. The provisional anatomic diagnoses must be provided to the VA within two (2) working days via encrypted e-mail and secured fax.

3.2.11.10. The completed post-mortem exam, with final copy of succeeding pages, must be submitted to the VA within 30 working days via encrypted e-mail and secured fax, unless exceptions for special studies are established by the medical staff.

3.2.12. Cases Requiring Automatic Coroner Notification: The Contractor must recognize and comply with laws governing Coroner jurisdiction for cases involving:

3.2.12.1. Unnatural or suspicious deaths: Accident, homicide, suicide, or undetermined cause,
3.2.12.2. Unidentified or unclaimed remains,
3.2.12.3. Inmates of Correctional/Mental Institutions,
3.2.12.4. Deaths which would represent a public health hazard,
3.2.12.5. Natural Deaths without qualified attending provider to sign the death certificate.

3.2.13. Reporting of Autopsy Results: Autopsy reports will be sent from the contractor to the sending VA facility in a timely manner. Contractor will work with the respective VA facility for acceptable transmission of reports such as by secured fax. Preliminary Autopsy Reports will be provided to the sending VA facility Pathology and Laboratory Medicine Service within 2 business days of completion of the autopsy. Final autopsy reports will be provided to the sending VA facility Pathology and Laboratory Medicine Service within 60 business days of completion of the autopsy, in the absence of special studies. Written Reports shall include, at a MINIMUM:

3.2.13.1. Patient name and Identifiers
3.2.13.2. Requesting Provider Name
3.2.13.3. VA Medical Center Name
3.2.13.4. Circumstances of death, if provided
3.2.13.5. Examination Date and Time
3.2.13.6. Provisional and final Anatomic Diagnose(s)
3.2.13.7. Consulting Pathologists Name
3.2.13.8. Additional comments or special study findings
3.2.13.9. Any factors affecting the validity of the findings
3.2.13.10. Documentation of telephone notification, when applicable.

3.3. SERVICES – CERTIFIED LABORATORY(s):

3.3.1. In order to perform the full scope of work required under the solicitation and resultant contract, the Government requires all potential offerors' CLIA accreditation to reflect that the offeror is accredited in all of the following categories both at proposal, and at award, at a **MINIMUM**. Proposed subcontractors shall work within their CLIA accreditation. All accreditations must be current and non-expired.

Category	Subcategory
Microbiology (110):	Bacteriology (110), Mycobacteriology(115), Mycology(120), Parasitology(130), Virology (140)
Diagnostic Immunology (220)	Syphilis Serology (210), General Immunology (220), Flow Cytometry (220)
Chemistry (310)	Routine (310,), Blood Gas (310), Urinalysis (320), Endocrinology(330), Toxicology (340)
Hematology (400)	General Hematology (400), Coagulation Body Fluid Analysis (400)
Pathology (610)	Histopathology (610), Oral Pathology (620), Cytology – Non-GYN (630), Cytology – GYN (900), Cytology Screening (630), Molecular Pathology (610), Electron Microscopy(610) , Autopsy (610), Mohs Surgery (610)
Clinical Cytogenetics (900)	Clinical Biochemical Genetics (900), Clinical Cytogenetics (900)

3.3.2. The reference laboratory(s) must continuously hold a Certificate of Compliance or Certificate of Accreditation from the Centers for Medicare and Medicaid Services as meeting the requirements of the Clinical Laboratory Improvement Amendments (CLIA) or must demonstrate accreditation by regulatory agency(s) with deemed status from the Centers for Medicare and Medicaid Services, e.g., The College of

American Pathologists, and/or other statute regulatory agencies, as appropriate, and as mandated by federal and state statutes.

3.3.3. In the event a CPT code cannot be performed at the contractor's facility, tests can be referred out to a certified laboratory facility. Contractor will provide all supplies necessary to transport specimens including, but not limited to: shipping containers, tapes and labels. Tests that are sent out will be reimbursed at contractor's cost. An administration fee will not be charged. A copy of the current fee pricing and/or invoice for send-out/referred testing fees will be submitted with invoice for documentation.

3.3.4. Copies of all relevant permits/licenses and certification inclusive of any sanctions current or pending throughout the United States of America must be supplied in response to this solicitation. In addition, as these documents are reissued or re-awarded, the awarded contractor must supply a copy to the Contracting Officer. The above documents must also be supplied for each reference laboratory that is a subcontractor of the primary contractor. The contractor must notify the Contracting Officer of the expiration or the revocation of any of these licensures.

3.4. TEST RESULTS:

3.4.1. Non-emergent/Routine Cases and Emergent (STAT):

3.4.1.1. Non-Emergent/Routine Surgical Cases: Test results shall be received at the Omaha VA within 3 working days of specimen receipt and within 5 working days of specimen receipt for complicated cases.

3.4.1.2. Non-Emergent/Routine Cytology Cases: Cytopathology test reports of Gynecology specimens are to be completed within 14 working days of receipt. Test reports for non-Gynecology specimens are to be completed within 5 working days.

3.4.1.3. Emergent (STAT) specimen processing – Omaha VA only: Contractor shall pick-up specimens and provide results **within 2 hours of request**. Results will be communicated via telephone call (CP results will be called to the VA Main Laboratory and AP results will be called to the on-call VA staff pathologist) with **fax to immediately follow**. Failure to meet this requirement could result in review of contract compliance.

3.4.2. **Critical Values**: The Contractor shall immediately telephone the assigned point of contact for the applicable facility, requesting Clinician or designee, when results of certain tests fall within established alert/critical ranges or when the test result may indicate a life-threatening condition.

3.4.2.1. **Delays in Reporting Test Results**: If for any reason, there will be a delay in reporting of test results, the Contractor will contact the VA as soon as they are aware that a delay will occur. Such notification shall be made by telephone or facsimile to the Processing Department, POC and the Contractor will provide an estimated time for delivery of delayed results. Email notification will not be accepted.

3.4.3. Each test result shall, at a minimum, include the following information.

NOTE: There will be no charge to the VA for any retesting due to contractor's error.

- Patient's name (first and last), full SSN and/or full Date of Birth (DOB) or identification number (i.e., case number)
- Physician's name (if supplied)
- VA NWIHCS medical record number or laboratory accession number (if supplied)
- VA NWIHCS facility name
- Patient's location (clinic/ward) (if supplied)
- Test ordered.
- Date/time of specimen collected (when available)
- Date/time test completed.
- Test result.
- Reference Intervals
- Toxic and therapeutic ranges, if applicable.
- Reference laboratory specimen number
- Name of testing laboratory (if other than contractor)

- Any other information the laboratory has that may indicate a questionable validity of test results.
- Unsatisfactory specimen shall be reported with documentation supporting its in suitability or testing.

3.5. SPECIMEN HANDLING

3.5.1. **Storage of Specimens**: The Contractor shall store all specimens as required by the regulatory agencies.

3.5.2. Upon request by the participating facility COR (or designee), the Contractor shall provide a copy of the regulatory requirements for each Regulatory Agency (RA).

3.5.3. In absence of RA requirements, the Contractor shall store specimens, after all testing has been concluded for the following periods:

3.5.3.1. The Contractor shall store the specimens a minimum of seven (7) to ten (10) days after the test is reported in the event that subsequent action is necessary (i.e., problem solving, add-on test, and/or repeat testing).

3.5.3.2. All Cytology and histopathology slides shall be stored for 25 years.

3.5.3.3. Minimum Period of Retention of Laboratory Records and Materials (or subsequent release) and ANP 12500 Record Retention Phase II (or subsequent release).

3.5.4. If the laboratory ceases operation, the specimens, slides, blocks, and documentation must be transferred to the VA facility where the testing was originally requested.

3.5.5. The Contractor shall provide a copy of the specimen rejection policy.

3.5.6. While the Cancer Protocol Templates are guidelines, the VA requires that the most current protocols that are applicable for collecting the essential data elements for complete reporting of malignant tumors and optimal patient care, are to be followed. CAP Protocols/Guidelines are listed on the CAP website. Any deviation from the CAP Protocols/Guidelines must be noted in the patient's final report.

3.6. COURIER SERVICES (Contractor will not be reimbursed for travel/courier costs; these services are to be performed as part of the all-inclusive CPT code pricing):

3.6.1. Contractor shall provide a courier service between contractor's facility and the following VA sites (at the designated location) to include but not be limited to: Omaha VA Medical Center, Lincoln Community Based Outpatient Clinic and Grand Island Community Based Outpatient Clinic. The courier service shall include, but is not limited to one or more vehicles, fuel, drivers, and liability insurance shall be maintained to ensure continuity of service.

3.6.1.1. Lab specimens will be picked up once per day (at the end of the workday and delivered to Omaha Laboratory)

3.6.1.2. Routine transportation services shall occur 4 times per day, Monday-Friday, with pick-up occurring:
(1) mid-morning (8:30 -10:00 AM),
(2) late morning (11:00 AM – Noon),
(3) mid-afternoon (2:00 – 3:00 PM) and
(4) late afternoon (4:15 - 5:00 p.m.),
and upon request on weekends and federal holidays at the Omaha VA.

LOCATION	ADDRESS
Grand Island Community Based Outreach Clinic (CBOC) – Main Laboratory*	2201 North Broadwell Ave Grand Island, NE 68803
Lincoln Community Based Outreach Clinic (CBOC) – Main Laboratory*	420 Victory Park Drive Lincoln, NE 68510
Omaha VA Medical Center – Main Laboratory*	4101 Woolworth Avenue Omaha, NE 68105
Note: Address to locations may be subject to change.	

3.6.2. Transported items will be primarily biomedical materials (patient specimens). These items are classified as Hazard Materials, Class 6, Division 6.2 and are defined in 49 CFR Part 173.134 as those materials that contain or could contain etiologic agents. Microbiology cultures, stocks and regulated medical waste that are also in Division 6.2 will be transported.

3.6.3. If there are reasons for potential delays for delivery and/or pick-ups, the contractor shall contact and inform the COR or designee of the situation. Drivers shall not make non-emergent stops. Communication needs to occur when instruments are down to let us know when there are potential delays affecting patient care.

3.6.4. Laboratory specimens, i.e., body fluids (blood, urine and stool), will be properly packaged by VA personnel for transportation and be placed in contractor-furnished container (to be locked during transport, i.e., zip tie lock or padlock). The courier will be liable for replacement of any containers that are lost or damaged while in their care. Prior to pick-up, the courier will visually inspect the container(s) for damage. If any container is found to be damaged, the courier will contact the contractor and request a replacement for transport.

3.6.5. All items shall be transported in accordance with all local, state, and federal regulations, including any specified regulations for bio-hazardous materials. All efforts shall be made to ensure that all items are delivered without spoilage/damage from temperature conditions, rough handling and/or negligence. The contractor's transporting vehicles shall be equipped with appliances and/or containers and other necessary items to maintain appropriate temperatures at all times for frozen and/or refrigerated specimens from pick-up point to final drop-off point. All vehicles shall have heating and air conditioning to maintain a temperature between 65- and 85-degrees Fahrenheit. During transport of specimens from the VA facility, the courier service will, in all aspects, try to prevent any/all extreme temperature changes to the coolers causing the ice inside to melt or specimens to freeze. Vehicles shall not be left in extreme heat or cold while specimens are being transported.

3.6.6. Contractor must ensure that courier service/drivers maintain their Motor Carrier Permit, hazardous material license number, certificate of training of couriers (employees), valid state-issued drivers' licenses, vehicle insurance and registration.

3.6.7. Each vehicle used in the performance of this contract shall be adequately stocked with at least one up-to-date complete "SPILL KIT" for a bio-hazard cleanup in case of leakage or accidental discharge from controlled containers.

3.6.8. The contractor shall ensure the confidentiality of all patient information and records being transported and will be held liable in the event of a breach of confidentiality. The contractor shall comply with the provisions of the Federal Privacy Act of 1974 Privacy Act of 1974 (5 U.S.C. 552a), (Public Law 93-579).

3.6.9. Training: Contractor's couriers transporting lab specimens shall be trained in "Universal Precautions" in the handling of biohazard materials (specimens). Training shall include using clinical procedures in case of biohazard spills and accidents. Proof of training shall be provided upon award of the contract. Note* The VA will not reimburse for biohazard waste removal services.

3.6.10. Contractor personnel, drivers, and alternates, shall be able to read, write, speak and understand English language. Personnel shall present a neat appearance and be easily recognized as a contract employee by wearing an identification badge that includes the company's name/logo and employee name and photograph. Vehicles used in the course of this service shall prominently display the company's name/logo.

3.6.11. Should any items be lost, damaged or broken, immediate notification (via telephone call) is required to the Chief of Laboratory and/or Laboratory Manager or designee. In addition, the contractor shall be required to submit a written report to the Contracting Officer, Chief of Laboratory, and Laboratory Manager or designee within twenty-four (24) hours explaining the circumstances. Failure to provide the report with the specific time frame will cause further review by the Government to evaluate performance in regard to the terms of the contract.

3.6.12. The contractor shall be required to maintain a record log of courier pickups and deliveries, indicating time and date of pickups, number, and description of items from each location, along with signatures.

3.6.13. The contractor will be responsible for all reimbursement of the original and/or repeat testing as a result of mishandling or loss of specimens.

3.6.14. All vehicles are to be insured in accordance with the regulations of the State of Nebraska at the expense of the contractor.

3.7. FEDERAL HOLIDAYS: The contractor will not be required, except in case of emergency, to furnish such services on the following:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any day specifically declared by the President of the United States to be a national holiday.
- Federal Holidays (actual day observed by the Department of Veterans Affairs)

3.8. **STANDARDS OF PRACTICE:** Contractor's care shall cover the range of services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care must be equal to or exceed VA Standards. Performance shall be according to the requirements contained in this PWS and equal to that of the professional standards of the JC.

3.9. **MEDICAL RECORDS:**

National Archives and Records Administration (NARA) Records Management Obligations: Management for Medical Records: National Archives and Records Administration record disposition requirements are found in RCS 10-1 Chapter 6, 6000 series and can also be found at: Records Management Language for Contracts | National Archives.

3.9.1. 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 U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

3.9.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Health records generated by this contract or provided to the Contractors by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA' (24VA10A7). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services provided to VA patients are captured in the VA electronic health record system as required by VA policy. (Ref. 4.5.4.) Contractor Policies and Procedures: All Contractor policies and procedures shall comply with Health Insurance Portability and Accountability Act (HIPAA). Release of Medical Information: The Contractor shall release medical information (test results) obtained during the course of this contract to authorized VA Health care staff. Any violation of HIPAA will be reported to the Contracting Officer in writing within twenty-four (24) hours of the Contractor's discovery of an occurrence. Included in the report will be a

description of the occurrence, patient names (if known), location, date and time. A copy of any filed police report will be provided by the Contractor to the Contracting Officer within twenty-four (24) hours of completion.

3.9.3. 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 of the VA. VA authorizes the Contractor to discuss patient health information for coordination of care within community health care providers in strict compliance with VA regulations, HIPAA and VHA Directive 1605.01, Privacy and Release of Information The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

3.9.3.1. Subject to applicable federal confidentiality or privacy laws, the contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over the contractor, may have access to VA 's records, at the VA's place of business upon request during normal business hours, to inspect and review and make copies of such records. The VA will provide the contractor with a copy of VHA Directive 1907.01(1) Health Information Management and Health Records and VHA Directive 1605.01, Privacy and Release of Information.

3.9.4. 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, including 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. The Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345 Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332 and 38 USC 7332: Confidentiality of certain medical records

3.9.5. Management for Medical Records: National Archives and Records Administration record disposition requirements are found in RCS 10-1 Chapter 6, 6000 series. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer and the Records Manager at the following address:

PRIVACY OFFICER/RECORDS MANAGER CONTACT INFORMATION:

VA Nebraska-Western Iowa Healthcare System
Privacy/FOIA Officer (636/136D)
4101 Woolworth Avenue
Omaha, NE 68105
402-995-3427 / 402-995-4976

3.9.6. Professional standards for documenting care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Directive 1907.01(1) Health Information Management and Health Records: and all guidelines provided by the VA NWIHCS.

3.9.6.1. Medical record entries shall be legible and maintained in detail consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits, and follow-up treatments. Copies of received medical information shall be authenticated (signed) copies.

3.9.6.2. The quality of medical practice shall meet or exceed reasonable standards of professional practice for the required services in health care as determined by the same authority that governs VA NWIHCS medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose.

3.9.6.3. Contractor pathologist (and resident, if applicable) must properly document patient records in a timely manner, in accordance with the contract provisions. Contractor shall follow the Medical Staff Bylaws and Regulations and NWIHCS Collaborative Care Agreement, Version 14.0 (attached) for all medical record entries/notes. As applicable, the contractor shall be required to input all data into the

VistA/Computerized Patient Record System (CPRS) for all procedures in accordance with the referenced regulations and following guidelines.

3.9.7. SAFETY: In the performance of this contract, the contractor shall take such safety precautions as the Contracting Officer, or his/her designee may determine to be reasonably necessary to protect the lives and health of the occupants of the buildings. The Contracting Officer or his/her designee will notify the contractor of any noncompliance with the forgoing provisions and the action to be taken. All events related to safety shall be documented in the medical record of those impacted and disclosed to the patient or surrogate. As soon as practicable, but not to exceed 24 hours, the Contractor shall notify COR of incident and submit an entry in the Patient Safety Reporting System, following up with the COR as required or requested.

3.10. **MANDATORY TRAINING AND AUTOMATED DATA PROCESSING (ADP) SECURITY:** Contractor's staff will meet all VA contractor educational requirements.

3.10.1. In performance of official duties, contractor's staff have regular access to printed documents 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, policies, and regulations. Contractor's staff are responsible for protecting that data from unauthorized release or from loss, and alteration.

3.10.2. Rules of Behavior for Automated Information Systems: Contractor's staff members having access to VA Information Systems are required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to the contractor for the respective facility.

3.10.3. Other Mandatory VA training: Contractor will complete all other VA mandated training to include, but not be limited to, the following:

3.10.3.1. Privacy and HIPAA Training, VA10203

3.10.3.2. Privacy, Information Security Awareness and Rules of Behavior, VA10176

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

3.11. **DISASTER/EMERGENCY COVERAGE:** In the event of a Federal, local or community disaster, the contractor will continue to provide services to the VA at the same level as is contained in this contract.

3.12. **PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)**:

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

3.12.2. Quality Improvement: Contractors shall participate in Quality Improvement, and Performance Improvement activities with staff as required by Joint Commission (or equivalent) and directed by VA Service Chief or Chief of Staff or designee. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment), in accordance with Federal Acquisition Regulation (FAR) 37.401(b). 37.401 Policy. | Acquisition.GOV. Contract personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. All providers will participate in the Ongoing Professional Practice Evaluation (OPPE) and Focused Professional Practice Evaluation (FPPE) programs for credentialing and privileging requirements.

3.12.3. Quality Management Monitoring: It is the expectation that the performance of contracted services will meet basic principles of risk reduction, safety, staff competency, and performance improvement. The VA

retains the right of oversight of quality and safety of services provided through the contractual agreement. Methods of oversight will include but not be limited to:

3.12.3.1. The contract staff and/or agency will ensure that all contracted services provided by licensed independent practitioners and/or allied health physician extenders will be within the scope of their privileges.

3.12.3.2. The contract staff and/or agency will be in compliance with Joint Commission standards related to credentialing and privileging, competency assessment and initial and ongoing training for staff provision of care and/or services performed.

3.12.3.3. The VA will monitor and evaluate contracted services through selection of the best method as identified by the risk posed to patients by the contracted care, treatment, and/or services. Sources of information may include audit of documentation; review of incident reports provided and/or VA patient satisfaction information; review of quality data and information such as Joint Commission Clinical Core Indicator data and/or National Committee for Quality Assurance (NCQA) data such as Health Plan Employer Data and Information Set (HEDIS) measures; and validation of Joint Commission Accreditation status.

3.12.3.4. In the event that contracted services do not meet quality expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan and/or renegotiation of the contract terms or termination of the contract.

3.12.3.5. Monitoring of contractor's performance shall be done by the Contracting Officer's Representative (COR). Incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer. Contractor shall comply with the required standards as outlined in the Quality Assurance Surveillance Plan (QASP)

3.12.3.6. Contractor's Performance Report: At the end of each contract period, the COR will assess the summary of the contractor's performance and shall provide a written assessment. This written assessment will be forwarded to the Contracting Officer as documentation of contractor's performance and/or for a request to exercise option period, renewal of a contract or termination of a contract. This information will be loaded into the Contractor Performance Assessment Reporting System (CPARS) (see paragraph 3.12.17).

3.12.3.7. Informal Quarterly Communication: The COR shall visit/correspond with the contractor either as needed or, at a minimum, on a quarterly basis.

3.13. Performance Measures:

3.13.1. **Measure: Patient ID Rate**

Performance Requirement: Patient ID Rate
Standard: Test results should include a minimum: Patient's name (first and last), full SSN and/or full Date of Birth (DOB) or identification number (i.e., case number). There will be no charge to the VA for any re-testing due to contractor error.
Acceptable Quality Level: 100%
Surveillance Method: Monthly Report
Frequency: Monthly

3.13.2. **Measure: Cytology**

Performance Requirement: Cytology Report Completion
Standard: Gynecological (GYN) within 14 working days of receipt; non-GYN within 5 working days
Acceptable Quality Level: 95%
Surveillance Method: Review of Cytology Report
Frequency: 100% Surveillance

3.13.3. **Measure: Timely Invoicing**
Performance Requirement: Invoices provided within 30 days from the end of each month.
Standard: All itemized invoices received within 30 days from end of prior month services delivered
Acceptable Quality Level: 98%
Surveillance Method: VA On-line Invoice Payment Processing System (IPPS)
Frequency: Monthly

3.13.4. **Measure: Tests/Reports**
Performance Requirement: 0 % of Specimen Slides Mislabeled
Standard: No mislabeled specimens
Acceptable Quality Level: 100%
Surveillance Method: Documentation when slides are received.
Frequency: 100% Surveillance

3.13.5. **Measure: 10% Review**
Performance Requirement: Global Case Review
Standard: Review and report 10% of all global cases monthly per accrediting agency guidelines. Prepare monthly report and deliver to the COR by the 20th day of the following month. Any discrepant results must be communicated within one (1) working day to a VA Pathologist.
Acceptable Quality Level: 100%
Surveillance Method: Review all monthly SNOMED cases and review submitted global case reports.
Frequency: 100% Surveillance

3.13.6. **Measure: Autopsy**
Performance Requirement: Provisional Report
Standard: Provisional anatomic diagnoses must be provided to the VA within two (2) working days
Acceptable Quality Level: 100%
Surveillance Method: Review monthly report.
Frequency: 100% Surveillance

3.13.7. **Measure: Autopsy**
Performance Requirement: Final Report
Standard: The completed post-mortem exam, with final copy of succeeding pages, must be submitted to the VA within 60 working days unless exceptions for special studies are established by the medical staff.
Acceptable Quality Level: 100%
Surveillance Method: Documentation when slides are received.
Frequency: 100% Surveillance

3.13.8. **Measure: Malignancy Notification Documentation**
Performance Requirement: Compliance with VHA Directive 1106 (Pathology and Laboratory Medicine):Page 48, i. (5), Page 59, bb.
Standard: All cases to be faxed. Documented in the report shall include: date, time, whom the Pathologist called for all first time suspicious/malignant cases. New malignancies, per directive require documentation of the second review.
Acceptable Quality Level: 100%
Surveillance Method: Review of final monthly reports
Frequency: 100% Surveillance

3.13.9. **Measure: Privacy, Confidentiality and HIPAA**
Performance requirement: Contractor is aware of all laws, regulations, policies, and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards Zero breaches of privacy or confidentiality.
Standard: All (100%) Contractor's physician(s) comply with all laws, regulations, policies, and procedures relating to Privacy, Confidentiality and HIPAA
Acceptable Quality Level: 100% compliance
Surveillance Method: Random Sampling. Contractor shall provide evidence of annual training required by facility, reports violations per VA Handbook 6500.6.
Frequency: 100% Surveillance

3.13.10. **Measure: Cytology Report Completion**
Performance requirement: Gynecological (GYN) within 14 working days of receipt; NON-GYN within 5 working days.
Standard: All (100%) Contractor's physician(s) comply with all laws, regulations, policies, and procedures relating to Privacy, Confidentiality and HIPAA
Acceptable Quality Level: 100% compliance
Surveillance Method: Random Sampling. Contractor shall provide evidence of annual training required by facility, reports violations per VA Handbook 6500.6.
Frequency: 100% Surveillance

3.13.11. **Measure: Reporting** (*Note the VA will not supply tissue blocks for positive laboratory controls)
Performance requirement: Annual Reporting (Proficiency Testing Records, Quality Control Documentation, Information of Facility, Methodology and Procedural Changes.
Standard: All (100%) Notification within 24 hours of any adverse regulatory action.
Acceptable Quality Level: 100% compliance
Surveillance Method: Random Sampling. Contractor shall provide evidence of annual training required by facility, reports violations per VA Handbook 6500.6.
Frequency: 100% Surveillance

3.14. **Required Registration with Contractor Performance Assessment Reporting System (CPARS):**

3.14.1.1. 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 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 Seal 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.

3.14.1.2. Each contractor whose contract award is estimated to exceed 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.

3.14.1.3. 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's representative will have sixty (60) days to submit any comments and re-assign the report to the VA Contracting Officer.

3.14.1.4. 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.

4. GOVERNMENT RESPONSIBILITIES:

4.1. CONTRACT ADMINSTRATION/PERFORMANCE MONITORING: Should the Contact Information for the Contracting Officer (CO), Contract Specialist (CS), and/or Contracting Officer Representative (COR) change, notification will be sent to the Contractor via e-mail; a Contract modification shall not be required. Afterward of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Contracting Officer (CO): Logan Gahring
Network 23 Contracting Office (NCO 23)
Logan.Gahring@va.gov
Phone: 319-339-7113

Contracting Officer's Representative (COR):
VA, Nebraska-Western Iowa Healthcare System (NWIHCS)
Manager, Pathology and Laboratory Medicine Service (636/113)
4101 Woolworth Avenue Omaha, NE 68105
Susan.Dover@va.gov
Phone: 402-346-8800 Ext. 3358

4.2. **CO RESPONSIBILITIES:** 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.

4.2.1. 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 affects 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. The services specified in this contract may only be changed by written modification which will be prepared and executed by the Contracting Officer.

4.2.2. The CO shall work with local Laboratory Points of Contact and the COR to resolve complaints concerning Contractor relations with the Government employees or patients. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for the contract staff to be provided by the VA or the contract agency as indicated; replacement of the contract staff and/or renegotiation of the contract terms or termination of the contract. 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 shall be made in the contract price to cover an increase in costs incurred as a result thereof.

4.3. **COR RESPONSIBILITIES**:

4.3.1. Pursuant to VAAR Provision 852.201-70, Contracting Officer's Representative the designated representative for this contract is the COR. 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, through the Contract Specialist.

4.3.2. The COR is authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer.

4.3.3. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by agreement in terms of a proposed contract change.

4.3.4. 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.

4.3.5. The COR will review/provide concurrence on Contractor's submitted invoices prior to the Contractor uploading the invoices into the VA Invoice Payment Processing System (IPPS).

4.3.6. The COR will maintain a record-keeping system of services through the patient's electronic medical record (EMR). The COR will review this data monthly when invoices are received to certify that the same workload documented in the VA record-keeping system is the same as 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.

4.3.7. 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.

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

5. SPECIAL CONTRACT REQUIREMENTS

5.1. 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.

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

CONTRACT DATA REQUIREMENTS LIST			
Item Description	**Submit as noted**	**PWS Reference**	**Submit To**
Contractor staff must submit evidence of at least one full, active, current, and unrestricted licensure, registration, certification, and/or other relevant credentials, for verification prior to appointment and throughout the employment process	Upon proposal/as needed and upon renewal of licenses and upon renewal of option periods or change of key personnel	2.1.3	Contracting Officer
Board Certification	Upon proposal/annually	2.1.7	Contracting Officer
Organizational Conflict of Interest Form-signed	Upon proposal	2.1.12	Contracting Officer
Contractor Certification Immigration and Nationality Act	Upon proposal-Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989"	2.1.13.1	Contracting Officer
Certification that staff list has been compared to OIG list	Upon proposal and upon new hires.	2.1.14.2.	Contracting Officer
Listing of Key Personnel	Upon proposal/when staff changes occur	2.1.9	COR and VA Pathologist
Global Case Review and Report - 10% Review	Monthly review submitted by the 20th day of the following month.	3.2.8	COR and VA Pathologist
Autopsies – Provisional – Anatomic Report	Report within 2 working days.	3.2.9.2	COR and Fax
Autopsies – Post-Mortem Exam	Submit to VA within 60 working days.	3.2.9.3	COR and Fax
When Tests are Referred Out to a Certified Laboratory Facility: Current Fee Pricing and/or invoice for send-out/referred testing fees	Upon submittal of invoice(s)	3.3.2	COR
Certified Laboratories – All relevant permits/licenses and certifications (documents are also needed for each reference laboratory that is a subcontractor of the primary contractor)	Upon proposal and any changes	3.3.4	Contracting Officer
Proof of "Universal Precautions" Training	Upon award	3.6.9	Contracting Officer
Courier Service: Written report if any items are lost, damaged or broken	Within 24 hours of incident	3.6.11	COR
Quality Assurance Surveillance Plan (QASP)	Signature upon proposal	3.12.3.5	Contracting Officer
Review of CPARS/Submit Comments	No later than 60 days after COR loads into CPARS	3.13.9	Notify Contracting Officer
Invoices	Submitted within 30 days from the end of each month	5.2.1	COR
Sortable Excel Spreadsheet with Invoice	Submitted within 30 days from the end of each month	5.2.2	COR

5.2. **BILLING**:

5.2.1. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted within 30 days of the end of the month. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a "proper" invoice in accordance with FAR 52.212-4 (g), all invoices must include:

5.2.1.1. Name and Address of Contractor
5.2.1.2. Invoice Date and Invoice Number
5.2.1.3. Contract Number and Purchase/Task Order Number
5.2.1.4. Description and Date of Service
5.2.1.5. Contract physician(s) Name
5.2.1.6. Contract physician(s) Hourly Rate
5.2.1.7. Quantity of hours worked
5.2.1.8. Total price

5.2.2. Provide a monthly invoice with a sortable excel document for review prior to submission into Tungsten.

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

Tungsten Support
Phone: 1-877-489-6135
Website: https://www.tungsten-network.com/

Department of Veterans Affairs Financial Service Center:
Phone: 1-877-353-9791
Email: vafsccshd@va.gov

6. Payment 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.

6.1. 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.

6.2. 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

(End of Performance Work Statement)

B.4 VA Information and Information System Security / Privacy Language

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

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

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

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

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

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

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

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

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

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

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

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

k. Notwithstanding the provision above, the contractor shall not release VA records protected by Title 38 U.S.C. § 5705, Confidentiality of medical quality assurance records and/or Title 38 U.S.C. § 7332, Confidentiality of certain medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV).

If the contractor is in receipt of a court order or other requests for the abovementioned information, the contractor shall immediately refer such court order or other requests to the VA CO for response.

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

m. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook 6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

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

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

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

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

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

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

c. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors shall be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office of Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP) is responsible for these policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of a Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

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

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

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

(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise has their work on a VA project discontinued for any reason.
(3) Contractor believes their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.
(4) Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.
(5) Contractor/subcontractor personnel have their authorization to work in the United States revoked.
(6) Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

f. In such cases of contract fulfillment, termination, or other causes; the contractor shall take the necessary measures to immediately revoke access to VA network, property, information, and information systems (logical and physical) by contractor/subcontractor personnel. These measures include (but are not limited to): removing and then securing Personal Identity Verification (PIV) badges and PIV – Interoperable (PIV-I) access badges, VA-issued photo badges, credentials for VA facilities and devices, VA-issued laptops, and authentication tokens. Contractors shall notify the appropriate VA COR/CO immediately to initiate access removal.

g. Contractors/subcontractors who no longer require VA 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.

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

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

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

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

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

b. The contractor shall provide 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.

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

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

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

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

(1) The date and time (or approximation of) the Security Incident occurred.
(2) The names of individuals involved (when applicable).
(3) The physical and logical (if applicable) location of the incident.
(4) Why the Security Incident took place (i.e., catalyst for the failure).
(5) The amount of data belonging to VA believed to have been compromised.
(6) The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

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

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

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

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

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

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

6. **INFORMATION SYSTEM DESIGN AND DEVELOPMENT**. (Not Applicable)

7. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE OR USE. (Not Applicable)

8. **SECURITY AND PRIVACY CONTROLS COMPLIANCE TESTING, ASSESSMENT AND AUDITING.** This entire section applies whenever section 6 or 7 is included.
a. Should VA request it, the contractor shall provide a copy of their (corporation's, sole proprietorship's, partnership's, limited liability company (LLC), or other business structure entity's) policies, procedures, evidence and independent report summaries related to specified cybersecurity frameworks (International Organization for Standardization (ISO), NIST Cybersecurity Framework (CSF), etc.). VA or its third-party/partner designee (if applicable) are further entitled to perform their own audits and security/penetration tests of the contractor's IT or systems and controls, to ascertain whether the contractor is complying with the information security, network or system requirements mandated in the agreement between VA and the contractor.

b. Any audits or tests of the contractor or third-party designees/partner VA elects to carry out will commence within 30 business days of VA notification. Such audits, tests and assessments may include the following:
(a): security/penetration tests which both sides agree will not unduly impact contractor operations;
(b): interviews with pertinent stakeholders and practitioners;
(c): document review; and (d): technical inspections of networks and systems the contractor uses to destroy, maintain, receive, retain, or use VA information.

c. As part of these audits, tests and assessments, the contractor shall provide all information requested by VA. This information includes, but is not limited to, the following: equipment lists, network or infrastructure diagrams, relevant policy documents, system logs or details on information systems accessing, transporting, or processing VA data.

d. The contractor and at its own expense, shall comply with any recommendations resulting from VA audits, inspections and tests. VA further retains the right to view any related security reports the contractor has generated as part of its own security assessment. The contractor shall also notify VA of the existence of any such security reports or other related assessments, upon completion and validation.

e. VA appointed auditors or other government agency partners may be granted access to such documentation on a need-to-know basis and coordinated through the COR/CO. The contractor shall comply with recommendations which result from these regulatory assessments on the part of VA regulators and associated government agency partners.

9. PRODUCT INTEGRITY, AUTHENTICITY, PROVENANCE, ANTI-COUNTERFEIT AND ANTI-TAMPERING. (Not Applicable)

10. VIRUSES, FIRMWARE AND MALWARE. (Not Applicable)

11.CRYPTOGRAPHIC REQUIREMENT. (Not Applicable)

12.PATCHING GOVERNANCE. (Not Applicable)

13.SPECIALIZED DEVICES/SYSTEMS (MEDICAL DEVICES, SPECIAL PURPOSE SYSTEMS, RESEARCH SCIENTIFIC COMPUTING). (Not Applicable)

14. DATA CENTER PROVISIONS. (Not Applicable)

B.5 Records Management NARA Language (May 2017)

https://www.archives.gov/records-mgmt/handbook/records-mgmt-language.html

A. Applicability

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

B. Definitions

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

The term Federal record:

1. Includes Department of Veteran Affairs records.
2. Does not include personal materials.
3. Applies to records created, received, or maintained by Contractors pursuant to their Department of Veteran Affairs contract.
4. May include deliverables and documentation associated with deliverables.

C. 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:

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

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the

Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

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

4. VA Nebraska-Western Iowa Health Care System and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VA Nebraska-Western Iowa Health Care System or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701.

In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to VA Nebraska-Western Iowa Health Care System. The agency must report promptly to NARA in accordance with 36 CFR 1230.

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

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

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VA Nebraska-Western Iowa Health Care System policy.

8. The Contractor shall not create or maintain any records containing any non-public [VA Nebraska-Western Iowa Health Care System] information that are not specifically tied to or authorized by the contract.

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

10. The VA Nebraska-Western Iowa Health Care System 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 VA Nebraska-Western Iowa Health Care System shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

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

D. Flow down of requirements to Subcontractors

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

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

SECTION C – CONTRACT CLAUSES

C.1 FAR 52.212-4 Terms and Conditions-Commercial Products and Commercial Services (October 2025)(Deviation)

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

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

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

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

(End of clause)

ADDENDUM to FAR 52.212-4 Contract Terms and Conditions – Commercial Items

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 FAR 52.216-18 Ordering (August 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 *date of award* through *five years from the date of award.*

(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.3 FAR 52.216-19 Order Limitations October 1995

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than *$2000.00*, 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 *$7,500.00*;

(2) Any order for a combination of items in excess of *$250,000.00*; 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 _____ 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.4 FAR 52.216-22 Indefinite Quantity (Deviation)(November 2025)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after *expiration of the final period of performance, inclusive of: 52.217-8 Option to Extend Services.*

(End of clause)

C.5 FAR 52.217-8 Option to Extend Services (November 1999)

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

(End of clause)

C.6 FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (April 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.7 FAR 52.240-91 Security Prohibitions and Exclusions (November 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 arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is

critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

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

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or

provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

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

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

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

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

(End of clause)

C.8 FAR 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (November 2025) (Deviation)

(a) Definitions. As used in this clause—

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

Federal contract information—

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

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

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

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

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

(b) *Safeguarding requirements*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

C.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 employer’s 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 *$100,000.00* 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: *$1,000,000.00* per occurrence, *$3,000,000.000* aggregate.

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

(c) 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 VAAR 852.211-76 Liquidated Damages – Reimbursement for Data Breach Costs (February 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, purchase order, or agreement, in whole or in part under clause 52.249-8, Default - Fixed-Price Supply and Service, or any other related FAR or VAAR clause included in the contract, in addition to the required liquidated damages for data breach-related expenses specified in paragraph (c) above, the Contractor is liable for excess costs for those supplies and services for repurchase as may be required under the Termination clause.

(End of clause)

C.11 FAR 52.252-2 Clauses Incorporated by Reference (February 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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
http://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
52.203-6	Restrictions on Subcontractor Sales to the Government (Alt I)	Nov 2021
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2024

52.203-16	Preventing Personal Conflicts of Interest	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	Jan 2017
52.203-19	Prohibition on Requiring Certain Individual Confidentiality Agreements or Statements	Jan 2017
52.204-7	System for Award Management Registration (Deviation)	Nov 2025
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 (Deviation)	Nov 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation)	Nov 2025
52.219-14	Limitations on Subcontracting (Deviation)	Nov 2025
52.222-36	Equal Opportunity for Workers with Disabilities (Deviation)	Nov 2025
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Deviation)	Nov 2025
52.222-50	Combatting Trafficking in Persons (Deviation)	Nov 2025
52.222-54	Employment Eligibility Verification (Deviation)	Nov 2025
52.223-23	Sustainable Products (Deviation)	Nov 2025
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.227-14	Rights in Data – General	May 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.233-3	Protest After Award (Deviation)	Nov 2025
52.233-4	Applicable Law for Breach of Contract Claim (Deviation)	Nov 2025
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(Deviation)	Feb 2026
852.204-71	Information and Information Systems Security	Feb 2023
852.215-70	Service Disabled Veteran Owned and Veteran Owned Small Business Evaluation Factors(Deviation)	Jan 2023
852.216-71	Economic Price Adjustment of Contract Price(s) Based on a Price Index	Mar 2018
852.222-71	Compliance with Executive Order13899 (Deviation)	Apr 2025
852.232-72	Electronic Submission of Payment Requests	Nov 2018
852.237-70	Indemnification and Medical Liability Insurance	Oct 2019
852.237-72	Crime Control Act of 1990 – Reporting of Child Abuse	Oct 2019
852.237-74	Nondiscrimination in Service Delivery	Oct 2019
852.237-75	Key Personnel	Oct 2019
852.242-71	Administrative Contracting Officer	Oct 2020

(End of Addendum to 52.212-4)

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Items requiring completion/signature from contractor and returned with proposal:

Attachment 1: NWI Pathology QASP

Attachment 2: Contractor Rules of Behavior, 6500.6 Appendix D

Attachment 3: Immigration and Nationality Act Certification

Attachment 4: Organizational Conflict of Interest

Attachment 5: Pathology Schedule of Services (Spreadsheet)

Other Items:

Attachment 6: VA Memorandum VA Technical Reference Model_WebCIMS 447341

Attachment 7: VA Updated Security Requirement for Network Connected Medical Devices and Systems_7566605

Attachment 8: ANP-RPT-6 Intradepartmental Consult Form

SECTION E - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

E.1 FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (October 2025)(Deviation)

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

(1) The solicitation number;

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

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

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

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

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

(b) *(Tailored) Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

(2) *(Tailored)* Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered.

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

E.2 Proposal Submission Instructions (Addendum to FAR 52.212-1)

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

SOLICITATION QUESTIONS: Questions concerning the solicitation will be accepted from the solicitation posting date until **October 19, 2026 @ 10:00am CDT**. Follow-on Questions will not be permitted. Questions will only be accepted by email at Shanna.Comparato@va.gov.

OFFEROR PROPOSALS: Proposals are due **November 10, 2026 @ 10:00am CDT**. Late proposals will not be accepted. See FAR 52.212-1 at E.1

INFORMATION REGARDING SUBMISSION OF PROPOSAL: Faxed proposals will NOT be accepted. Offeror proposals are to be submitted in three (3) parts as indicated below with the indicated naming conventions. The offeror shall include one copy of each part. Proposals will **only** be accepted electronically via email directed to Ms. Shanna Comparato, at Shanna.Comparato@va.gov.

Offerors proposals are to be submitted in three (3) parts, and shall utilize the following naming conventions:

(1) **Technical & Price Proposal** (the "Technical Proposal")
S10 – 36C26324R0072, Part 1a_Technical Proposal_Offeror Firm Name
S10 – 36C26324R0072, Part 1b_Schedule of Services_Offeror Firm Name
S10 – 36C26324R0063, Part 1c_Section D, Attachment 5, Firm Name

(2) **Past Performance**
S10 – 36C26324R0072, Part 2_Past Performance_Offeror FirmName

Specific Instructions (Technical Proposal, Part 1a) (Submit one Copy):

(a) The Technical proposal shall not exceed 100 page count, (Excluded from page count: Cover Letter, Cover Pages, TOC, Clause and Provision fill-ins, required Section D attachments, and Exhibits). Pages exceeding this count will not be reviewed or considered.
(b) Complete blocks 12, 17a and b, and 30a through c of the RFP, page 1, Standard Form (SF) 1449, and all fill-ins in the B.1 Contract Administration Data section of the solicitation. In doing so, the offeror accedes to the contract terms and conditions as written in the solicitation in its entirety.
(c) Return any/all solicitation amendments to the original solicitation documents, signed by the same official authorized to sign the SF 1449.
(d) **Section 1 – Cover Letter**: The Contractor shall provide a maximum two-page Cover Letter and shall include the name and address of the organization submitting the proposal. Please include the name, address, e-mail address and telephone number of the point of contact, who has the legal authority to bind the offeror and make representations relative to the offeror's proposal and any resultant contract, for the offeror, as well as your SAM UEI.
(e) **Section 2 – Table of Contents**: The Contractor shall provide a detailed Table of Contents and shall include an outline of the proposal, identified by a sequential page number and be section reference and section title.

Specific Instructions (Price Proposal, Part 1b & c) (Submit one Copy):

(a) **Cover Page**: Shall be a maximum of one-page and shall include the name and address of the organization submitting the proposal. Additionally include the name, address, e-mail address and telephone number of the point of contact, who has the legal authority to bind the offeror and make representations relative to the offeror's proposal and any resultant contract, for the offeror.
(b) Offerors shall agree to hold the prices in its offer firm for *180 calendar days* from proposal submittal.

(c) The offeror shall fully complete (Section D, Attachment 5 - Pathology Schedule of Services), Summary of Lab Information Tab, and the Profee_CMS & CLIA tab(s) for each ordering period.

a. For the Profee-CMS Tab(s): Populate Column G with the corresponding Lab number(s) from the Summary of Lab Information Tab that will perform the test. Populate Column I with the Unit Price for each respective test. Populate Column J with the CMS Discount Rate being offered.
b. For the CLIA Tab(s): Populate Column H with the corresponding Lab(s) number from the Summary of Lab Information Tab that will perform the test. Populate Column K with the Unit Price for each respective test. Populate Column L with the CMS Discount Rate being offered..
c. The schedule must be completed and submitted for *all five years of the Ordering Period*. **Rounding is not permitted**.
d. Once the schedule has been completed, input the final estimated amount for each year into the respective year within the B.2 Schedule of Services

Specific Instructions (Past Performance, Part 2) (Submit one Copy)

(a) The Government is especially interested in recent and relevant past performance that relates very closely to the requirement set forth in the Performance Work Statement.

(b) Provide a list of three (3) of the most relevant contracts performed for Federal, State, and Local Governmental agencies within the previous five (5) years. List of contracts shall have been procured under NAICS 621511 and PSC Q515. Description of the relevant work completed shall include:

b. Contracts same or similar in Value
    i. Value of each Period of Performance
    ii. Value of Base and All Options (or Ordering Periods)
c. Contracts same or similar in Complexity
    i. Schedule of Services
    ii. Management
    iii. Regulatory Compliance
d. Contracts same or similar in Scope
    i. Technical Requirements
e. Contracts same or similar in Duration
    i. Five Years

(c) IAW FAR 15.305(a)(2)(iv) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

(d) Provide all malpractice and lawsuit information with laboratory related content within the previous five (5) years.

(e) List the number of incidents in the previous five (5) years where the contractor or a subcontractor failed to meet the requirements of CFR 49, the CDC, DOT, and IATA when packing, shipping, or transportation of biological, infectious, or hazardous substances.

E.3 FAR 52.212-2 Evaluation – Commercial Products and Commercial Services (October 2025)(Deviation)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror who offers the **Lowest Priced Technically Acceptable (LPTA)** quote. The government shall evaluate the lowest quote first and if found technically acceptable will not evaluate other quotes. The following factors will be evaluated in determining technical acceptability:

Technical capability:

Factor 1 Key Personnel (Go/No-Go): The Contractor Shall Provide the following information with their proposal, and upon any proposed change prior to award of any Key Personnel (Pathologist):

1. Provider Name with their Title or Position and Grade or Rank
2. Curricula Vitae (Not to exceed two pages) in reverse chronological order (starting with present and working backwards). Must have at least 2 years of experience.
3. Technical Staff Competency Skills Assessment for the past two (2) years
4. CAP and/or any Proficiency Exam participation scores for the past two (2) years
5. Proficiency Examination Exception Reports for the past two (2) years

Factor2 Accreditation (Go/No-Go): The Offeror shall provide a copy of all of the following documents for their organization as well as for any proposed subcontractors of the offeror, for the Quote:

(1) current, unexpired license/accreditation from the College of American Pathologists (CAP),
(2) current, unexpired license/accreditation from the Joint Commission (or other Accreditation Body),
(3) current, unexpired CLIA Accreditation which demonstrates that the Offeror is accredited in all of the following categories, **at a MINIMUM**. The offeror shall also submit the CLIA accreditation of their proposed subcontractors which will be reconciled against the Attachment 5 Pathology Schedule of Services to ensure proposed subcontractors practice within the limits of their CLIA accreditation.

Category	Subcategory
Microbiology (110):	Bacteriology (110), Mycobacteriology(115), Mycology(120), Parasitology(130), Virology (140)
Diagnostic Immunology (220)	Syphilis Serology (210), General Immunology (220), Flow Cytometry (220)
Chemistry (310)	Routine (310,), Blood Gas (310), Urinalysis (320), Endocrinology(330), Toxicology (340)
Hematology (400)	General Hematology (400), Coagulation Body Fluid Analysis (400)
Pathology (610)	Histopathology (610), Oral Pathology (620), Cytology – Non-GYN (630), Cytology – GYN (900), Cytology Screening (630), Molecular Pathology (610), Electron Microscopy(610) , Autopsy (610), Mohs Surgery (610)
Clinical Cytogenetics (900)	Clinical Biochemical Genetics (900), Clinical Cytogenetics (900)

Factor 3 Past Performance (Go/No-Go)

(a) The Government is especially interested in recent and relevant past performance that relates very closely to the requirement set forth in the Performance Work Statement. The Government reserves the right to review performance from all available sources, including CPARS.
(b) All ratings must show a performance rating of 'Satisfactory' or better.
(c) The Offeror may provide a list of no more than three (3) of the most relevant contracts performed for Federal, State, and Local Governmental agencies within the previous five (5) years. List of contracts shall have been procured under NAICS 621511 and PSC Q515. Description of the work completed shall include:
  a. Contracts same or similar in Value
    ii. Value of each Period of Performance
    iii. Value of Base and All Options (or Ordering Periods)
  b. Contracts same or similar in Complexity
    iv. Schedule of Services
    v. Management
    vi. Regulatory Compliance
  c. Contracts same or similar in Scope
    vii. Technical Requirements
    viii. Contracts same or similar in Duration
  f. Provide a current Point of Contact to include: Name, Business Address, email address, and phone number for each reference.

(b) IAW FAR 15.305(a)(2)(iv) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.
(c) Provide all malpractice and lawsuit information with laboratory related content within the previous five (5) years.
(e) List the number of incidents in the previous five (5) years where the contractor or a subcontractor failed to meet the requirements of CFR 49, the CDC, DOT, and IATA when packing, shipping, or transportation of biological, infectious, or hazardous substances.

(b) *Options (C.5 FAR 52.217-8)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s). FAR 52.217-8 allows for an extension, not to exceed 6 months. If exercised, the rates will continue at the rate in effect for year 5 of the Ordering Period.

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

(End of provision)

E.4 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a 5 -Year Fixed-Price, Indefinite Delivery, Indefinite Quantity Contract resulting from this solicitation.

(End of Provision)

E.5 FAR 52.233-2 Service of Protest (November 2025)(Deviation)

(a) 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 them:

Electronic Delivery ONLY

Department of Veterans Affairs
NETWORK 23 CONSTRACTING OFFICE
Electronic Delivery: Logan.Gahring@va.gov

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

(End of provision)

E.6 FAR 52.252-5 Authorized Deviations in Provisions (November 2020)

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

(c) The use in this solicitation of any *FAR or VAAR* provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(d)

(End of provision)

E.7 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (February 1998)

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

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

FAR Number:	Title:	Date:
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	Jan 2017
52.204-7	System for Award Management (Deviation)	Nov 2025
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation (Deviation)	Sep 2025
852.209-70	Organizational Conflicts of Interest	Oct 2020
852.233-70	Protest Content/Alternative Dispute Resolution	Sep 2018
852.233-71	Alternate Protest Procedure	Sep 2018

852.273-70	Late Offers	Nov 2021
852.273-74	Award Without Exchanges	Nov 2021

(End of Provision)
(End of Addendum to 52.212-1)