

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 76	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA248-15-Q-1227	
6. SOLICITATION ISSUE DATE 05-18-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME Johnny Jones Johnny.Jones3@va.gov		b. TELEPHONE NO. (No Collect Calls) (813) 631-2817		8. OFFER DUE DATE/LOCAL TIME 06-08-2015 3:00 PM EST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) 8875 Hidden River Pkwy Suite 525 Tampa FL 33637				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 492110 SIZE STANDARD: 1500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs James A. Haley Veterans Hospital (90C) 13000 Bruce B. Downs Blvd Tampa FL 33612				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) 8875 Hidden River Pkwy Tampa FL 33637			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
				Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor shall furnish all vehicles and personnel necessary to perform Courier Services in strict accordance with the PWS, QASP, Price and Cost schedule, terms, conditions, provisions and specifications of this solicitation. Offerors shall submit questions regarding this requirement no later than May 29, 2015 @ 3:00 PM EST to Johnny.Jones3@va.gov. All questions with Government responses will be posted to FedBizOpps.gov for all to review. Offerors shall submit quotes via email to Johnny.Jones3@va.gov no later than the above listed date and time in block 8 of the SF 1449. Please see additional information in section E.1 Evaluation Criteria and Instructions to Offerors. (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)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00248

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy Suite 525

Tampa FL 33637

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

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

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 PERFORMANCE WORK STATEMENT

1. SCOPE: Contractor shall furnish all vehicles and personnel necessary to perform Courier Services in strict accordance with all terms, conditions, provisions, and specifications of this solicitation between the James A. Haley VA Hospital (located at 13000 Bruce B. Downs Blvd., Tampa, Florida 33612) and the outlying Clinics located at:

Tampa Primary Care Annex 13515 Lake Terrace Lane, Tampa, FL

NPR Dental Clinic 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653

NPR Mental Health Annex 7701 Little Road, New Port Richey FL 34654

NPR Home Based Primary Care 7347 Ridge Road, Port Richey, FL 34668

New Port Richey VA Outpatient Clinic 9912 Little Road, New Port Richey, FL 34654

Tampa Outpatient Eye Clinic 10770 N. 46th Street Tampa, FL 33612

Tampa Dermatology Clinic 12210 Bruce B. Downs Blvd Tampa, FL 33612

Tampa Coumadin Clinic 12210 Bruce B. Downs Blvd Tampa, FL 33612

2. SERVICES PROVIDED: Services shall include the transportation of laboratory specimens (blood/body fluids), mail, office supplies, documents, medical and prosthetic supplies and/or equipment, sterile and soiled Reusable Medical Equipment (RME), laundry (clean & soiled) and other hand carried materials or items capable of being carried by a two wheeled cart. Services shall be provided daily, Monday thru Saturday, the only exceptions will be for the Government Holidays listed below. Saturday courier routes will be for the pickup of laboratory specimens from New Port Richey and delivery to Tampa VA Hospital only, no other routes are required. The federal holidays that do not require courier service are: Thanksgiving Thursday, and the five (5) Saturdays that immediately precede or follow these major Government holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, and Christmas. In rare instances there may be an additional day specifically declared by the President of the United States to be a national holiday. The Contractor will make regular and repeated pick-up and deliveries at each location daily. Due to the specific requirements for various items that are transported, the outlined routes and requirements shall be adhered to strictly.

ROUTE #1: James A. Haley origination

TIME 7:30 a.m. –8:00 a.m. – James A. Haley Veterans' Hospital warehouse (room no.C004, designated POC), phone 813-972-2000 ext.. 6133. Driver shall pick up the items detailed below at the listed locations:

Laboratory Specimens

Laboratory specimens shall be picked up daily, Monday through Friday. The contractor shall pick up from the James A. Haley Veterans' Hospital Laboratory Service, (Rm. 1D-145 phone 813-972-2000, x 7526). Approximately 2-3 empty insulated containers shall be picked up and delivered to:

New Port Richey VA Outpatient Clinic Laboratory Service (room no. A122 designated point of contact (POC), phone number 727-869-4115.

Carol and Frank Morsani Center Operating room control desk, 13330 USF Laurel Drive, Tampa, FL 33612, phone number 813-396-2440.

Clean Laundry

Clean laundry shall be picked up daily, Monday through Friday. The contractor shall pick up from the James A. Haley Veterans' Hospital Laundry Service (room no. B-39 designated (POC), phone no. 813-972-2000 ext.. 7871 and deliver to:

New Port Richey Dental Clinic, 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653;

New Port Richey VA Outpatient Clinic warehouse (room no. C-130, designated (POC), phone no. 727-869-4206).

Clean laundry shall consist of approximately 6-15 lab coats on hangers covered with plastic and 7 sets of scrubs (pants, shirts, clinic jackets) and 1 blanket per day.

Inter-Office Mail

Inter-office mail shall be picked up daily Monday through Friday. The contractor shall pick up mail from the James A. Haley Veterans' Hospital warehouse (room GC-008, designated point of contact (POC), phone no. 813-972-2000 ext.. 6133; and deliver to:

New Port Richey Dental Clinic, 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653;

Mental Health Annex, 7701 Little Road, New Port Richey FL 34654

Home Based Primary Care, 7347 Ridge Road, Port Richey, FL 34668

New Port Richey VA Outpatient Clinic warehouse (room no. C-130, designated (POC), phone no. 727-869-4206).

Mail shall be delivered in a government provided standard white post office bin (approximately 1'D x 1 1/2' W x 1' H).

Bulk Medical Supplies

Bulk medical supplies shall be picked up daily Monday through Friday. The supplies shall be picked up from the James A. Haley Veterans' Hospital warehouse (room C004 designated POC, phone no. 813-972-2000 ext.. 7586) and delivered to:

New Port Richey Dental Clinic, 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653;
Mental Health Annex, 7701 Little Road, New Port Richey FL 34654
Home Based Primary Care, 7347 Ridge Road, Port Richey, FL 34668
New Port Richey VA Outpatient Clinic warehouse (room no. C-130, designated (POC), phone no. 727-869-4206).

These items are delivered in shipping containers. There will be approximately 2 to 6 containers per day.

Pharmacy Medications

Pharmacy medications shall be picked up daily Monday through Friday The contractor shall pick up the pharmacy medications from the James A. Haley Veterans' Outpatient Pharmacy Service, 12210 Bruce B Downs Blvd, Tampa, FL 33612, (designated POC, phone no. 813-972-2000, x 3038) and deliver them to: New Port Richey VA Outpatient Clinic Pharmacy Service (room no. C134, designated POC, 727-869-4131).

The pharmacy medications shall be enclosed in Styrofoam containers, normally weighing approximately 5 pounds each. Each container will have security wrap tape which is not to be tampered with.

Reusable Medical Equipment

Reusable Medical Equipment shall be picked up daily, Monday through Friday from the James A. Haley Hospital Sterile Processing Department room (GD003); 13000 Bruce B. Downs Blvd, Tampa, FL 33612 designated POC, phone number 813-401-7307 and deliver to:

Tampa Dermatology Clinic 12210 Bruce B. Downs Blvd Tampa, FL 33612. Designated POC, phone number 813-972-2000 x 7989

New Port Richey VA Outpatient Clinic warehouse (room no. C-134) phone number 727-869-4206

The vehicle utilized for this transport shall maintain a temperature of 68-73 degrees F. and humidity between 30%-60%. The vehicle needs to have separate section to keep used (dirty) instruments separate from the clean instruments.

Supplies

The contractor shall pick up the various supplies, including prosthetic items, from the James A. Haley Veterans' Hospital warehouse and deliver them to:

New Port Richey Dental Clinic, 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653;
Mental Health Annex, 7701 Little Road, New Port Richey FL 34654
Home Based Primary Care, 7347 Ridge Road, Port Richey, FL 34668
New Port Richey VA Outpatient Clinic warehouse (room no. C-130, designated (POC), phone no. 727-869-4206).

Prosthetic supplies may consist of wheelchairs, walkers, and various other items packed in medium- to large-sized boxes.

Approximately 20 cases of copier paper and office supplies shall be picked up weekly at the James A. Haley Veterans' Hospital Supply Processing & Distribution Unit (room no. C004, designated POC, phone no. 813-972-2000 ext.. 576, and deliver to:

New Port Richey VA Outpatient Clinic (room no. C-130).

TIME 8:30 am – 9:00 am Delivery of designated supplies to Tampa Dermatology Clinic 12210 Bruce B. Downs Blvd Tampa, FL. designated POC, phone number 813-972-2000 x 7989. Pick up “dirty” supplies, and any other articles as designated.

TIME 10:00 am – 10:30am Delivery of designated supplies to New Port Richey Dental Clinic, 5138 Deer Park Drive, Suites 101 and 102. Pick up of supplies, soiled laundry, mail, and any other articles as designated.

TIME 10:30 am – 11:00 am Delivery of designated supplies to Mental Health Annex, 7701 Little Road, New Port Richey FL 34654. Pick up of supplies, laundry, mail, and any other articles as designated.

TIME 11:30 am – 12:00 noon Delivery of designated supplies to Home Based Primary Care, 7347 Ridge Road, Port Richey, FL 34668. Pick up of supplies, laundry, mail, and any other articles as designated.

TIME 12:00 noon – 12:30 pm Delivery of designated supplies to the New Port Richey VA Outpatient Center, 9912 Little Road, New Port Richey FL 34654. Contract driver shall stop at the VA Police, Rm. A101, to receive a Visitor's Pass each time they come into the clinic. The Contract driver shall return the Visitor's Pass to the VA Police office prior to leaving the clinic. This process will be followed until contractor will obtain necessary badges for all drivers. Pick up items as listed below:

Laboratory specimens going to the James A. Haley Veterans' Hospital Laboratory Service shall be picked up from the Laboratory at the New Port Richey VA Outpatient Clinic no later than 12:30 pm and delivered to the James A. Haley Veterans' Hospital Laboratory Service, Tampa, FL, at approximately 2:00 p.m. There will be 2-3 orange insulated containers, each weighing approximately 20-24 pounds. The Contractor's vehicle must be climate controlled to maintain proper temperatures in the vehicle with working air conditioning for the protection of specimens.

Three to four bags of soiled laundry shall be picked up daily at the New Port Richey VA Outpatient Clinic (room no. C-130) and New Port Richey Dental Clinic, 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653 and delivered to the warehouse loading dock area of the James A. Haley VA Hospital, where it shall be left in the open back end of the Bay Pines truck.

Occasionally, the contractor shall deliver equipment for repair purposes from the New Port Richey VA Outpatient Clinic and New Port Richey VA Dental Clinic to the Biomed Service at the James A. Haley Veterans' Hospital (room no. D022-O, designated POC phone no. 813-972-2000 ext.. 7639). Equipment shall be returned to the New Port Richey VA Outpatient Clinic (room C-130) after repairs have been made by the Biomed Service. Also, the contractor may occasionally deliver excessed equipment for disposal from the New Port Richey VA Outpatient Clinic (room C-130), phone no. 727- 869-4206); to the Tampa Acquisition and Materiel Management Service warehouse (room C004).

Hard plastic containers with the dirty Reusable Medical Equipment shall be retrieved from the New Port Richey Logistics room C-130 and delivered to the James A. Haley Hospital Sterile Processing Department room (GD003); 13000 Bruce B. Downs Blvd, Tampa, FL 33612 designated POC, phone number 813-401-7307 .

TIME 2:00 pm – 3:00 pm Delivery of designated items to the James A. Haley VA Hospital, 13000 Bruce B. Downs Blvd., Tampa FL 33612.

ROUTE # 2: New Port Richey OPC origination

TIME 4:00 pm Laboratory specimens shall be picked up daily, Monday through Friday at the New Port Richey VA Outpatient Clinic Laboratory Service (room no. A122, designated POC, phone number 727-869-4115).

TIME 5:30 pm – 6:00 pm Laboratory specimens shall be delivered to the James A. Haley Veterans' Hospital Laboratory Service, Rm. 1D-145 (phone 813-972-2000, x 7526). Delivery of specimens is to be made by 6:00 p.m., and shall be no later than 6:30 p.m. Delays beyond the control of the Contractor will need to be called to the Tampa POC at the number listed above. Contractor shall log the delivery time and print driver's name legibly onto the receipt log located in the Laboratory department. This is a 1-way trip. Containers of laboratory specimens shall be transported inside a covered air conditioned vehicle as specified in the Scope of Work.

SATURDAYS: New Port Richey OPC origination

Saturday laboratory specimen delivery will be provided every Saturday except for those listed below. Contractor will report to 9912 Little Road, New Port Richey, FL. at 11:30 a.m. The Courier must park vehicle in the North parking lot and enter through the North building entrance. Proceed to the Team 4 check in desk (B-112) where a nurse will be available to escort the courier to the Laboratory to retrieve the secured Saf-T case for specimen transport. The contact number for the New Port Richey staff is 727-869-4191 for any problems or delays. The SAF-T case will be delivered to the James A. Haley Veteran's Hospital Laboratory Service, Room 1D-145, by 2 p.m. The contact number for the hospital is 813-972-2000, x7526 to report any problems or delays. VA Police will ensure courier admittance to the James A. Haley lab area to deliver the case. The Contractor's vehicle must be climate controlled to maintain proper temperatures in the vehicle with working air conditioning for the protection of specimens. The federal holidays that do not require Saturday courier service are: the five (5) Saturdays that immediately precede or follow these major Government holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, and Christmas. In rare instances there may be an additional day specifically declared by the President of the United States to be a national holiday.

ROUTE #3: Dermatology Clinic Origination

Time 10:00am-10:15am – The Driver must pick up containers of laboratory specimens from the Dermatology Clinic located at 12210 Bruce B. Downs Blvd, Tampa, Florida 33612 and deliver to the Histology Section, Laboratory Service, James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida 33612 within 15 minutes. The Dermatology clinic personnel will have packed the specimens in normal saline, placed them inside of a plastic container, and closed them in a plastic bag that is labeled "Bio-Hazard." Courier driver will check/sign in with staff for all pickups and drop offs. Phone number 813-972-2000 ext. 6889. Point of Contact is the Management Analyst.

Time 10:15am-10:30am - The Driver must pick up containers of laboratory specimens from the Coumadin Clinic located at 12210 Bruce B. Downs Blvd, Tampa, Florida 33612 and deliver to the Histology Section, Laboratory Service, James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida 33612 within 15 minutes. The Coumadin clinic personnel will have packed the specimens in normal saline, placed them inside of a plastic container, and closed them in a plastic bag that is labeled "Bio-Hazard." Courier driver will check/sign in with staff for all pickups and drop offs. Phone number 813-972-2000 ext. 3988. Point of Contact is the Medical Technologist.

Time 2:00pm-2:30pm – The Driver must pick up containers of laboratory specimens from the Dermatology Clinic located at 12210 Bruce B. Downs Blvd, Tampa, Florida 33612 and deliver to the

Histology Section, Laboratory Service, James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida 33612 within 15 minutes. The Dermatology clinic personnel will have packed the specimens in normal saline, placed them inside of a plastic container, and closed them in a plastic bag that is labeled "Bio-Hazard." Courier driver will check/sign in with staff for all pickups and drop offs. Phone number 813-972-2000 ext. 6889. Point of Contact is the Management Analyst.

Time 3:00pm-3:30pm - The Driver must pick up containers of laboratory specimens from the Coumadin Clinic located at 12210 Bruce B. Downs Blvd, Tampa, Florida 33612 and deliver to the Histology Section, Laboratory Service, James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida 33612 within 15 minutes. The Coumadin clinic personnel will have packed the specimens in normal saline, placed them inside of a plastic container, and closed them in a plastic bag that is labeled "Bio-Hazard." Courier driver will check/sign in with staff for all pickups and drop offs. Phone number 813-972-2000 ext. 3988. Point of Contact is the Medical Technologist.

Mondays 9:00-10:00 – The Driver must pick up containers from the Laboratory service, located at James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida 33612 and deliver them to the Carol and Frank Morsani Center Operating Room Control Desk located at 13330 USF Laurel Drive, Tampa, Florida 33612

Route #4 As-Needed/Emergency:

Carol and Frank Morsani Center – Laboratory specimens must be picked up from the Morsani Center Operating Room Control Desk 13330 USF Laurel Drive, Tampa, Florida 33612 on a per-call-for-service, as needed basis, Monday through Friday between the hours of 8:00am and 4:00pm. Contractor must pick up specimen(s) within 30 minutes from time of call for pickup and delivered to the Histology Section, Laboratory Service, James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida 33612 within 15 minutes. Phone number 813-396-2440. Point of Contact is Operating room technician.

Emergency Pick-ups – Contractor must perform pick-up services within 30 minutes of being contacted via telephone or verbal communications. Contractor must perform delivery service within 15 minutes after pick-up to the Histology Section, Laboratory Service, James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd, Tampa, Florida 33612.

Route # 5: REUSABLE MEDICAL EQUIPMENT TRANSPORTATION (RME) routes

Primary Care Annex route:

Time 6:30 am- The driver shall pick up Reusable Medical Equipment from the Primary Care Annex Sterile Processing Department point of contact room (1B504); 13515 Lake Terrace Lane, Tampa, FL Phone number 813-846-0654. These items will be in containers labeled with the name of the clinic they are to be delivered to.

Time 7:00 am- Delivery of designated RME to Tampa Outpatient Eye Clinic 10770 N. 46th Street Tampa, FL 33612. Pick up soiled RME to be returned to the Primary Care Annex

Time 8:30 am- Delivery of designated RME to New Port Richey Dental Clinic 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653. Pick up of soiled RME to be returned to the Primary Care Annex

Time 9:00 am- Delivery of designated RME to Home Based Primary Care, 7347 Ridge Road, Port Richey, FL 34668. Pick up of soiled RME to be returned to the Primary Care Annex.

Primary Care Annex Delivery:

All items picked up during the previous rounds must be delivered to the Primary Care Annex no later than 10:30 am.

Primary Care Annex route:

Time 10:30 am- The driver shall pick up Reusable Medical Equipment from the Primary Care Annex Sterile Processing Department point of contact room (1B504); 13515 Lake Terrace Lane, Tampa, FL Phone number 813-846-0654. These items will be in containers labeled with the name of the clinic they are to be delivered to.

Time 11:00 am- Delivery of designated RME to Tampa Outpatient Eye Clinic 10770 N. 46th Street Tampa, FL 33612. Pick up soiled RME to be returned to the Primary Care Annex

Time 12:30 pm- Delivery of designated RME to New Port Richey Dental Clinic 5138 Deer Park Drive, Suites 101 and 102, New Port Richey, FL 34653. Pick up of soiled RME to be returned to the Primary Care Annex

Time 1:00 pm- Delivery of designated RME to Home Based Primary Care, 7347 Ridge Road, Port Richey, FL 34668. Pick up of soiled RME to be returned to the Primary Care Annex.

Primary Care Annex Delivery:

All items picked up during the previous rounds must be delivered to the Primary Care Annex no later than 2:30 pm.

RME REQUIREMENTS:

The vehicle utilized for this transport shall maintain a temperature of 68-73 degrees F. and humidity between 30%-60%. The vehicle needs to have separate section to keep used (dirty) instruments separate from the clean instruments.

Transport Vehicles:

Segregation of clean/sterile items

During transport, clean/sterile items should be contained and segregate from contaminated items, trash, and food.

Rational: Transporting clean/sterile items in proximity to contaminated items, trash, or food could contaminate the clean/sterile items.

Vehicles:

Vehicles used for transporting contaminated items between health care facilities should provide for the complete separation of contaminated items from clean and sterile items. Vehicle should be decontaminated between trips and in the event of spills. Carts/plastic container holding Clean/sterile or contaminated item should be secure within the vehicle to prevent damage. Transport vehicle and handling practices should allow for ease of loading and unloading. The design and material used in the construction of the vehicle (motorized or manual) should allow for appropriate decontamination after use. Transport vehicle should not be left unattended. Doors should remain closed at all time except during loading and unloading. PPE and a bio hazardous spill kit should be available at all time in transporting vehicles.

Rational: Clean/sterile and contaminated items should be separated to prevent cross-contamination during transport. Carts/plastics containers should be secure to prevent damage to contents and to prevent contamination by spills.

Local and Federal Transportation permits:

Certain contaminated “non-waste” products are considered to be “infectious Substances” under DOT regulations (49 CFR 173. 134). Such products classify as Class 6, Division 6.2. The DOT defines

Infectious substance as material known or reasonably expected to contain a pathogen. A pathogen is a microorganism (including bacteria, viruses, rickettsiae, parasites, fungi) or other agent, such as a proteinaceous infectious particle (prion) that can cause disease in humans or animals. Contractor is responsible to ensure all required permits to transport contaminated items are obtained from federal, state and regulating government agencies.

CONTRACTOR RESPONSIBILITY

The contractor must be regularly established in the business called for and be financially responsible and have the necessary equipment and personnel to furnish the service in the volume and consistency required.

The Contractor shall maintain all necessary licenses and follow all applicable federal, state and/or local regulations regarding the requested transportation services.

The contractor shall be responsible for protecting the personnel furnishing the services under this contract.

The Contractor shall provide the following for these personnel, as a minimum: workers compensation, income tax withholding, and social security payments. The parties agree that contractor personnel shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. The contractor must possess at least the minimum amount of liability insurance for operation of courier services within the State of Florida (see VAAR Clause 852.237-71, Indemnification and Insurance).

The contractor's personnel shall be trained in appropriate safety packaging procedures suitable to specimen type and distance transported. One source for the transport of bio hazardous material training is SAF-T-PAK. SAF-T-PAK has a CD that introduces couriers to shipping and transport issues and includes a test. The contractor shall provide written certificates of training completion within 10 days after award of the contract. SAF-T-PAK can be reached at 800-814-7484 or online at www.saftpak.com.

Training shall include issues such as adherence to regulations for transport of biohazards, use of rigid containers where appropriate, infection control, Universal Precautions, vehicle temperature control, notification and clean up procedures in case of accident or spills. The contractor will provide the Contracting Officer written documentation that issues related to transport of bio hazardous materials have been addressed and keep a copy of the written documentation at contractor's site. The Contractor shall ensure that all employees complete the mandatory training required to provide this courier service. The contractor shall provide written documentation that the courier driver has received the training within 10 days after award of the contract.

The contractor shall develop and maintain a quality control program that ensures courier services are performed in accordance with these specifications. The contractor shall develop and implement procedures to track, identify, prevent, remedy and ensure non-recurrence of defective services.

The contractor shall provide a method to accept and resolve customer complaints and notify the customer of the resolution. The contractor shall immediately notify the COR upon receipt of a customer complaint so joint validation may be accomplished. The contractor is responsible for quality control and specification compliance.

All Contract drivers shall have attained legal age (the age of 21 years) and shall maintain a neat, clean, and professional appearance. All drivers shall be easily recognized as Contractor employees by wearing appropriate identification which identifies them by name, title, and job performed. Drivers shall be licensed in accordance with the State of Florida, to include any special licensure required for transporting these items. All contractor delivery personnel shall wear distinctive clothing bearing the contractor's company name. Drivers shall not make non-emergent stops for any reason during the transport of items under this contract. Under no circumstances shall any person other than the driver or another employee of the Contractor ride in the vehicle or handle items being transported under this contract.

PAYMENT:

The Contractor will be paid each month, in arrears, upon receipt of a proper invoice. The contract number, purchase order number, and contractor name must appear on each invoice.

RECORDS MANAGEMENT:

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. 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 by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. 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, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

COMPLIANCE & BUSINESS INTEGRITY:

The James A Haley VA Hospital and Clinics has a CBI Program. If the contractor detects and/or suspects any noncompliance relative to the revenue cycle when providing treatment to our veterans, he/she is to notify the Contracting Officer's Representative (COR) or the Tampa CBI Officer. CBI Awareness training is available on the Talent Management System website. Any contract staff who does VA work is required to take basic compliance awareness training, annual CBI refresher training. Job-specific training may be required for staff in specific positions that relates to the revenue cycle. Contact the Tampa CBI Officer or COR for examples of CBI training that would satisfy this requirement. The contractor is to show proof of completing this training by submitting a completed copy of the VISN 6 CBI Certification Form to the COR. You may contact the Tampa CBI Officer for more information regarding CBI training.

PERSONNEL IDENTIFICATION:

Contractors will be issued a PIV/ID badge in accordance with the facility PIV Policy. Contractors will contact their assigned VA Contracting Officer Representative (COR) for coordination.

Contract Personnel/Sub-Contractors: Contractors are responsible for the daily accountability and identification of all personnel assigned to their respective contract including sub-contractors. Contractors will identify personnel using the following procedures as appropriate.

Construction Project contract personnel will report to the contractor for issuance of a temporary self-adhesive identification badge. This badge will be issued on a daily basis and must include the following information: Company name, project number, date and name of individual. Contractor will maintain a daily log of all personnel.

Contract personnel not involved in an actual construction project will report to police dispatch for issuance of a numbered badge. A driver's license or photo ID will be required each day upon entering the facility, in exchange for the badge, and will be given back once the badge is returned to police dispatch. The contractor will provide Police Service with a list of names for all sub-contract personnel requiring access to the facility. It is the responsibility of the contractor to update the list as necessary.

Confidentiality of Information: The Contractor shall ensure the confidentiality of all patient information being transported and will be held liable in the event of breach of confidentiality. The Contractor shall comply with the provision of the Federal Privacy Act of 1974 (Public Law 93-579), HIPAA (Public Law 104-191), and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1972 (Public Law 93-255), as well as other statutes regarding confidentiality of patient information during and after the execution of this contract. Because of the confidential medical record information that may be accessible and/or visible to contractor employees during performance of their daily duties, the contractor shall obtain a signed "confidentiality certificate" from each employee prior to allowing them to start work under this contract. Any information about an individual that is maintained by the VA, including, but not limited to, education, financial transactions, medical history, and criminal or employment history or any record that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, shall be kept CONFIDENTIAL. A copy of this certification shall be provided to the COTR upon request.

HIPAA Compliance: Health Insurance Portability and Accountability Act of 1996: The Contractor shall be required to be in compliance with HIPAA requirements and will be required to sign a Business Associate Agreement with the VA (attached) and return to the Contracting Officer. A signed copy of the Business Associate Agreement will be returned to the Contractor for their files. 8. Security Requirements for Contractor Employees: Contractor employees under this contract shall be the subjects of background investigations and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to any subcontractor personnel, as well. If the investigation is not completed prior to the start date of the contract, the Contractor shall be responsible for the actions of the individuals they provide to perform work for the VA.

BACKGROUND INVESTIGATION

- a. Position Sensitivity – The position sensitivity has been designated as low risk.
- b. Background Investigation – The level of background investigation commensurate with the required level of access is National Agency Check (NAC1) with written inquiries.

All contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. The level of background investigation commensurate with the level of access needed to perform the statement of work is: NACI. This requirement is applicable to all subcontractor personnel requiring the same access.

The position sensitivity has been designated as LOW risk. The level of background investigation commensurate with the required level of access is National Agency Check (NACI) with written inquiries.

Within five (5) business days of receiving the “Notice of Award” letter, the contractor shall submit a completed [Contract Security Services Request Form \(Form #1A/B\)](#), attachment F) to the Contracting Officer Representative. Upon receipt of Form #1A/B, the Contracting Officer Representative shall immediately review, sign and forward it to the Veteran Security Center (VSC) via encrypted e-mail at VSCSecurity@va.gov or fax to 216-447-8025.

Within five business days of receiving the “Notice of Award” letter, each contract employee listed on the [Contract Security Services Request Form \(Form #1A/B\)](#) must be fingerprinted submit a completed Contractor/Employee Fingerprinting Request (Form #2 attachment G). The “Notice of Award” letter

instructs the contractor to contact the COR at the JAHVA facility with assistance in scheduling an appointment to be fingerprinted.

Once a contract employee has submitted the required paperwork and has been fingerprinted, the VSC conducts the background screening. The VSC may request an applicant to complete and send an [OPM Optional Form 306](#), Declaration of Federal Employment, if issues are identified. Upon completion of a background screening, the VSC shall forward a "Fingerprint Check - National Criminal History Check Completion Notice" (NCHC) to the Contracting Officer, which shall indicate a favorable or unfavorable screening decision for each contract employee listed on the form.

Notice to Proceed Letter: Upon receipt of the NCHC notice from the VSC, and verification of a fully executed local or National Business Associate Agreement if required, the Contracting Officer shall send the contractor a "Notice to Proceed" letter with a copy of the NCHC notice, which shall instruct those contract employees who have favorable screening decisions to begin working and fulfill remaining security requirements.

Background Investigations: If the contractor is required to have a background investigation, the VSC enters the request in the VA Security and Investigation Center (SIC) database. Once the VA SIC processes the request, the contractor POC, contract employee, CO, COR and VSC receive an e-mail with instructions for completing the Electronic Questionnaire for Investigations Processing (e-QIP). The contract employee must complete the e-QIP within five (5) business days of receiving the e-mail from the VA SIC. If the e-QIP is not completed within the required timeframe, the CO shall notify the contractor that the individual is prohibited from working on the contract (or delivery/task order) until the e-QIP is completed.

B.3 Price/Cost Schedule

BASE YEAR: DATE OF AWARD thru JUNE 30 2016

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE S	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #1 James A Haley Origination to include laboratory specimens, clean laundry, inter-office mail, bulk medical supplies, pharmacy medications, reusable medical equipment and general supplies as stated in the performance work statement. Contract Period: Base POP Begin: 07-01-2015 POP End: 06-30-2016	12.00	MO	—	
0002	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #2 New Port Richey OPC Origination to include laboratory specimens stated in the performance work statement. Contract Period: Base POP Begin: 07-01-2015 POP End: 06-30-2016	12.00	MO	—	

0003	<p>Contractor shall perform Courier Services in strict accordance with the performance work statement. Specifically Routes: #3 Dermatology Clinic Origination to include laboratory specimens as stated in the performance work statement.</p> <p>Contract Period: Base POP Begin: 07-01-2015 POP End: 06-30-2016</p>	12.00 MO		
0004	<p>As-needed pick-ups for /Emergency Pick-ups : Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #4: As-needed pick-ups for /Emergency Pick-ups as stated in the performance work statement.</p> <p>Estimated Quantities Contract Period: Base POP Begin: 07-01-2015 POP End: 06-30-2016</p>	50.00 EA		
0005	<p>Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #5: Reusable Medical Equipment as stated in the performance work statement.</p> <p>Contract Period: Base POP Begin: 07-01-2015 POP End: 06-30-2016</p>	12.00 MO		
				BASE YEAR
				TOTAL_____

OPTION YEAR 1					
1001	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #1 James A Haley Origination to include laboratory specimens, clean laundry, inter-office mail, bulk medical supplies, pharmacy medications, reusable medical equipment and general supplies as stated in the performance work statement. Contract Period: Option 1 POP Begin: 07-01-2016 POP End: 06-30-2017	12.00	MO	_____	_____
1002	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #2 New Port Richey OPC Origination to include laboratory specimens stated in the performance work statement. Contract Period: Opt 1 POP Begin: 07-01-2016 POP End: 06-30-2017	12.00	MO	_____	_____
1003	Contractor shall perform Courier Services in strict accordance with the PWS. Specifically Routes: #3 Dermatology Clinic Origination to include laboratory specimens as stated in the PWS. Contract Period: Opt 1 POP Begin: 07-01-2016 POP End: 06-30-2017	12.00	MO	_____	_____

1004	<p>As-needed pick-ups for /Emergency Pick-ups: Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #4: As-needed pick-ups for /Emergency Pick-ups as stated in the performance work statement.</p> <p>Estimated Quantities Contract Period: Option 1 POP Begin: 07-01-2016 POP End: 06-30-2017</p>	50.00	EA		
1005	<p>Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #5: Reusable Medical Equipment as stated in the performance work statement. Contract Period: Option 1 POP Begin: 07-01-2016 POP End: 06-30-2017</p>	12.00	MO		
OPTION YEAR 1					TOTAL_____

OPTION YEAR 2					
2001	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #1 James A Haley Origination to include laboratory specimens, clean laundry, inter-office mail, bulk medical supplies, pharmacy medications, reusable medical equipment and general supplies as stated in the performance work statement. Contract Period: Option 2 POP Begin: 07-01-2017 POP End: 06-30-2018	12.00	MO	_____	_____
2002	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #2 New Port Richey OPC Origination to include laboratory specimens stated in the PWS. Contract Period: Opt 2 POP Begin: 07-01-2017 POP End: 06-30-2018	12.00	MO	_____	_____
2003	Contractor shall perform Courier Services in strict accordance with the performance work statement. Specifically Routes: #3 Dermatology Clinic Origination to include laboratory specimens as stated in the PWS. Contract Period: Opt 2 POP Begin: 07-01-2017 POP End: 06-30-2018	12.00	MO	_____	_____

2004	As-needed pick-ups for /Emergency Pick-ups : Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #4: As-needed pick-ups for /Emergency Pick-ups as stated in the performance work statement.	50.00	EA		
<p>Estimated Quantities</p> <p>Contract Period: Opt 2 POP Begin: 07-01-2017 POP End: 06-30-2018</p>					
2005	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #5: Reusable Medical Equipment as stated in the performance work statement.	12.00	MO		
<p>Contract Period: Option 2 POP Begin: 07-01-2017 POP End: 06-30-2018</p>					
<p>OPTION YEAR 2</p> <p>TOTAL_____</p>					

OPTION YEAR 3					
3001	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #1 James A Haley Origination to include laboratory specimens, clean laundry, inter-office mail, bulk medical supplies, pharmacy medications, reusable medical equipment and general supplies as stated in the performance work statement. Contract Period: Option 3 POP Begin: 07-01-2018 POP End: 06-30-2019	12.00	MO	_____	_____
3002	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #2 New Port Richey OPC Origination to include laboratory specimens stated in the performance work statement. Contract Period: Option 3 POP Begin: 07-01-2018 POP End: 06-30-2019	12.00	MO	_____	_____
3003	Contractor shall perform Courier Services in strict accordance with the performance work statement. Specifically Routes: #3 Dermatology Clinic Origination to include laboratory specimens as stated in the	12.00	MO	_____	_____

	performance work statement. Contract Period: Option 3 POP Begin: 07-01-2018 POP End: 06-30-2019				
3004	As-needed pick-ups for /Emergency Pick-ups : Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #4: As-needed pick-ups for /Emergency Pick-ups as stated in the performance work statement. Estimated Quantities Contract Period: Option 3 POP Begin: 07-01-2018 POP End: 06-30-2019	50.00	EA	_____	_____
3005	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #5: Reusable Medical Equipment as stated in the performance work statement. Contract Period: Option 3 POP Begin: 07-01-2018 POP End: 06-30-2019	12.00	MO	_____	_____
OPTION YEAR 3					
TOTAL_____					

OPTION YEAR 4					
4001	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #1 James A Haley Origination to include laboratory specimens, clean laundry, inter-office mail, bulk medical supplies, pharmacy medications, reusable medical equipment and general supplies as stated in the performance work statement. Contract Period: Option 4 POP Begin: 07-01-2019 POP End: 06-30-2020	12.00	MO	_____	_____
4002	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes: #2 New Port Richey OPC Origination to include laboratory specimens stated in the performance work statement. Contract Period: Option 4 POP Begin: 07-01-2019 POP End: 06-30-2020	12.00	MO	_____	_____
4003	Contractor shall perform Courier Services in strict accordance with the performance work statement. Specifically Routes: #3 Dermatology Clinic Origination to include laboratory specimens as stated in the performance work	12.00	MO	_____	_____

	statement. Contract Period: Option 4 POP Begin: 07-01-2019 POP End: 06-30-2020				
4004	As-needed pick-ups for /Emergency Pick-ups : Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #4: As-needed pick-ups for /Emergency Pick-ups as stated in the performance work statement. Estimated Quantities Contract Period: Option 4 POP Begin: 07-01-2019 POP End: 06-30-2020	50.00	EA	_____	_____
4005	Contractor shall perform Courier Services in accordance with the performance work statement. Specifically Routes #5: Reusable Medical Equipment as stated in the performance work statement. Contract Period: Option 4 POP Begin: 07-01-2019 POP End: 06-30-2020	12.00	MO	_____	_____
					OPTION YEAR 4
					TOTAL_____
					OVERALL _____
					GRAND TOTAL _____

B.4 Delivery Schedule

ITEM NUMBER			QUANTITY	DELIVERY DATE
0001	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07/01/2015
0002	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07/01/2015
0003	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07/01/2015
0004	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	50.00	07/01/2015
0005	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07/01/2015
1001	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2016
1002	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2016
1003	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2016
1004	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	50.00	07-01-2016
1005	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2016
2001	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2017
2002	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2017
2003	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2017

2004	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	50.00	07-01-2017
2005	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2017
3001	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2018
3002	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2018
3003	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2018
3004	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	50.00	07-01-2018
3005	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2018
4001	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2019
4002	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2019
4003	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2019
4004	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	50.00	07-01-2019
4005	SHIP TO:	James A Haley VA Medical Center 13000 Bruce B. Downs BLVD. Tampa, FL 33612	12.00	07-01-2019

SECTION C - CONTRACT CLAUSES

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:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	DEC 2014

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class
01070 Messenger (Courier)

Monetary Wage-Fringe Benefits
GS-5 step 2/ 13.85

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☒ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(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 Subpart 4.7, Contractor Records Retention, of the 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 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.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.2 52.216-18 ORDERING (OCT 1995)-

Applies to CLINS: 0004,1004,2004,3004 and 4004

(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 contract of award through date of contract expiration.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

Applies to CLINS: 0004,1004,2004,3004 and 4004

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2500.00, 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 \$300,000.00;
 - (2) Any order for a combination of items in excess of \$300,000.00; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-21 REQUIREMENTS (OCT 1995)

Applies to CLINS: 0004,1004,2004,3004 and 4004

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the

order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after date of contract expiration.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of Clause)

C.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Johnny Jones

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy

Tampa FL 33637

Mailing Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy

Tampa FL 33637

(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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR 1984

C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.10 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

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

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

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

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

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

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

(End of Clause)

C.12 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes . Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment A QASP Courier Service.

See attached document: Attachment B Past Performance References.

See attached document: Attachment C Past Performance Questionnaire.

See attached document: Attachment D Wage Determination.

Attachment E: IT Contract Security

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

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

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of

the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

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

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

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

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

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

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

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

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

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

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

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

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 3 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 3 days.

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

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

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

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

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

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

e. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

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

how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

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

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;

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

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

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

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

(9) Assessment of the potential harm to the affected individuals;

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

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification;

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

(3) Data breach analysis;

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

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

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

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

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

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

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

(End of Clause)

SECTION E - SOLICITATION PROVISIONS

E.1 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [] does not [] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [] have not [] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors must be used to evaluate offers:
- 1) Price
 - 2) Technical Capability
 - 3) Past Performance
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, plus an additional 6 months of the quoted fourth option period. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options must not obligate the Government to exercise the option(s).
- (c) Introduction. The Government seeks to select the Lowest Price Technically Acceptable (LPTA) offeror who meets the Veterans Affairs requirements. This solicitation will be Lowest Price Technically Acceptable. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.”
- (d) Submission of offers.
- 1) All offerors will be required to prepare and submit their complete proposal submission.
 - 2) Discussions: The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror’s initial proposal should contain the best terms from a price and technical standpoint. The Government, however, reserves the rights to conduct discussion if deemed in its best interest.

Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999)

Paragraphs (e) thru (h) are hereby added.

- (e) This requirement is a SDVOSB set-aside. In order for a quote to be eligible for award, the offeror submitting a quote must be certified in VetBiz by the closing date of the solicitation. VetBiz will be checked to verify the vendor’s SDVOSB certification before any evaluation is conducted.
- (f) In order to be considered for award, a quote must be rated “Acceptable” for Technical Capability and Past Performance. A rating of “Unacceptable” in any Sub-Factor will result in a rating of “Unacceptable” for that Factor. If any Sub-Factor or Factor is determined to be “Unacceptable”, the entire quote will not be considered further for award.
- (g) The Government will conduct a preliminary review of all the quotes received, identify the lowest priced quote, and evaluate this quote first. If all Sub-Factors and Factors are rated “Acceptable”,

all other requirements are met (socio-economic status, responsibility determination, etc.) and the quoted price is determined to be fair and reasonable, the Government will consider this quote for award. If a decision to award this first evaluated quote is made, the other submitted quotes will not be evaluated. If the lowest priced quote is not selected for award, the next lowest quote will then be evaluated. If the next lowest quote is not selected for award, the Government will continue with this process until the lowest priced technically accepted quote is selected for award.

- (h) The Government intends to make award selection without discussions, but may determine after evaluating the quotes submitted that discussions are necessary and conduct them as appropriate. The Government reserves the right to make no award if no quotes meet the requirements of this solicitation.
- (i) Appropriate consideration will be given to the following factors and sub-factors:

1) Technical Factor - Provide information on your company's ability to perform the services. Describe how your company will perform the services described in the Performance Work Statement (PWS): Limit to 10 pages. Quotes will be evaluated to determine whether the technical capability is "Acceptable" or "Unacceptable", using the following ratings and descriptions.

- (a) Acceptable. Quote clearly meets the minimum requirements of the solicitation.
- (b) Unacceptable. Quote does not clearly meet the minimum requirements of the solicitation.

Offeror must address as a part of their quote, the following information. This information must constitute the technical proposal:

- 1) Performance of Work – The Contractor must clearly state their understanding of the Government's requirements as described in the performance work statement. Contractor provides a clear process that delivers Courier services in accordance with the performance work statement. Detailed written documentation is required.
- 2) Deliverables – The Contractor has the necessary personnel and equipment to provide the Courier services as stated in the Performance Work Statement. The Contractor provides a quality management plan that aligns with the Quality Assurance Surveillance plan (attachment E). Detailed written documentation required.
- 3) Training and Certification– The Contractor states their understanding and their plan for compliance with all information safeguarding procedures that are applicable to the Health Insurance Portability and Accountability Act (HIPAA), more specifically, general patient information, lab samples and any materials that will be in their care while performing Courier services as stated in the Performance Work

Statement. Contractor must utilize vehicles that maintain a temperature of 68-73 degrees Fahrenheit, and humidity levels between 30-60% The Contractor must provide valid certifications, licenses, insurance that permits them to deliver Courier Services in accordance with the performance work statement. Detailed written documentation is required.

2) Price Factor – This factor evaluates the overall price to determine if the proposed price is fair and reasonable. The government may determine an offer unacceptable if the proposed prices are materially unbalanced which is defined as significantly understated or overstated in relation to the actual cost of that work or when the price is determined not to be fair and reasonable.

- (a) Price proposals will be evaluated, but not rated
- (b) The quote's total price for the purpose of evaluation will include the base period, the first option, the second option, the third option, the fourth option and an additional six (6) months of the fourth option.
- (c) To account for the option period(s) possible (maximum six months) under Clause 52.217-8, Option to Extend Services, the Government will add one-half of the quoted fourth option period price to the sum of all period total prices.
- (d) Vendors are required only to price the base and four options. Vendors must not submit a price for the potential six months extension of services period under Clause 52.217-8.
- (e) Vendors are cautioned that an unrealistically low price or materially unbalanced pricing may be grounds for eliminating a quote on the basis that the vendor does not fully understand the requirement.
- (f) Completely and legibly fill in the “Unit Price” and “Amount” (“Estimated Quantity” x “Unit Price”) and Total Price of the Base Year and Each Option Year, and “Grand Total” (sum of Base Year + Four Option Years “Amount”) in the solicitation Price/Cost Schedule (SF 1449) for the base and all option periods.
- (g) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, must 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.

- 3) Past Performance** - The information presented by the vendor, together with information from other sources available to the Government, will be the basis for evaluation of this factor. This assessment is based on the vendor's record of Recent and Relevant past performance information that pertains to the services outlined in the solicitation requirements.
- a. The offeror must complete the document attached **Past Performance References** identifying a minimum of two (2) but no more than three (3) references for the most recent and relevant past performance (no page limit).
 - b. Each reference identified by the offeror Past Performance References will be required to complete the attached **Past Performance Questionnaire** and submit via email direct to the Contracting Specialist @ Johnny.Jones3@va.gov on or before June 8, 2015, the closing date and time of the solicitation (Block 8 of the SF 1449). NOTE: Offerors are reminded to inform each reference of the due date and time that the Past Performance Questionnaire is due to the above referenced email. It is stated that the burden lies solely on the offeror to ensure timely receipt to the contracting specialist.
 - c. For this requirement, recent and relevant past performance is defined as follows:
 - i. Recent. Contracts performed within the last five (5) calendar years from the issuance date of the solicitation
 - ii. Relevant. Defined as work similar in complexity and magnitude of the work described in the PWS. VA jobs are preferred. However, if you do not have VA experience, other Federal or public contracts may be listed. The Government will use the data provided to survey references. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success.
 - d. Quotes will be evaluated to determine whether the Past Performance is "Acceptable" or "Unacceptable", using the following ratings and descriptions.
 - i. Acceptable. Based on the vendor's performance record, the Government has a reasonable expectation that the vendor will successfully perform the required effort, or the vendor's performance record is unknown. In the case of a vendor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the vendor may not be evaluated favorably or unfavorably on past performance. Therefore, the vendor must be determined to have unknown past performance. In the context of acceptability/unacceptability, "Unknown" must be considered "Acceptable".
 - ii. Unacceptable. Based on the vendor's performance record, the Government has no reasonable expectation that the vendor will be able to successfully perform the required effort.

- e. A quote with Past Performance rating of “Unacceptable” an overall rating of “Unacceptable” for this factor will not be eligible for award.

E.4 INSTRUCTIONS TO OFFERORS

The James A. Haley Veterans’ Hospital (JAHVH) will issue a contract resulting from this solicitation to the responsible offeror whose offer represents the lowest price technically acceptable while conforming to the solicitation. The James A Haley will conduct this acquisition using Subpart 13 under of the Federal Acquisition Regulation, offerors must consider discounts when pricing.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, must 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.

SUBMISSION REQUIREMENTS

All prospective contractors must have current registration in the System for Award Management (SAM) (www.sam.gov) prior to submission of their respective quote. Prospective Service Disable Veteran Owned Small Business (SDVOSB) and Veteran Owned Small Business (VOSB) contractors must have current registration in the VetBiz website (www.vip.vetbiz.gov). Prospective Offerors are required to submit Technical Capability (Contractor’s Format), Past Performance and a Price Quote (using the pricing schedule).

Technical Capability: Information on Technical Capability must be limited to no more than ten (10) pages that address specific examples of company experience in successfully accomplishing similar work, delivery and past performance.

The Business Associate Agreement (attachment A) must be completed and signed and submitted with the offerors proposal.

The Past Performance References and Past Performance Questionnaires must be submitted on or before the closing date and time listed in section 8 of the SF1449.

All documents are requested to be submitted in either Microsoft Word or PDF Format. File names should be as follows: file name – company name

QUESTIONS

Please submit any questions regarding this requirement immediately via email but no later than 29 May, 2015 3:00 pm EST to Johnny.Jones3@va.gov. Questions, with the Government’s responses, will be e-mailed to each interested offer. Please be advised that the Government reserves the right to transmit those questions and responses of a common interest to all prospective contractors.

PROPOSAL CLOSING DATE

Proposals are due on or before 3:00 p.m. EST, June 8, 2015. Submissions of all documents must be sent via e-mail to Johnny Jones (Johnny.Jones3@va.gov) interested parties are instructed to contact Johnny Jones via email to confirm receipt of their respective quote package.

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs none.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [] does [] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of Provision)

E.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.8 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)