

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 65	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA248-15-Q-1449	
						6. SOLICITATION ISSUE DATE 06-19-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME W. Lance Bridger				b. TELEPHONE NO. (No Collect Calls) 305-575-3279	
						8. OFFER DUE DATE/LOCAL TIME 07-13-2015 10:00 am EST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) Miami VA Healthcare System 1201 NW 16th Street Miami FL 33125				CODE 00546		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
						<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 621910 SIZE STANDARD: \$15 Million	
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	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Delivery Schedule				CODE		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) Miami VA Healthcare System 1201 NW 16th Street Miami FL 33125	
						CODE 00248	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY 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	
		Ambulance Transportation Service					
		(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 checked="" type="checkbox"/> ARE <input 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<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

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

- a. CONTRACTOR:      Name:  
                             Address:  
                             City, State, ZIP:  
                             POC:  
                             Phone:  
                             Fax:  
                             Email:  
                             DUNS#:
- b. GOVERNMENT:      W. Lance Bridger, Contract Specialist 00546/90C  
                             Department of Veterans Affairs  
                             Miami VA Healthcare System  
                             1201 NW 16th Street  
                             Miami FL 33125

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 Central Contractor Registration, 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

All invoices shall include the following:

- ✓ Invoice Number
- ✓ Invoice Date
- ✓ Purchase Order Number (will always begin with 546)

a. Under this contract, unless otherwise delegated in writing to the Contracting Officer's Representative (COR), the Contracting Officer is the only person authorized to approve changes or modify any of the requirements. The contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes which will affect price, quantity, or quality of performance of this contract. In the event the contractor effects any such change at the direction ,of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer is responsible for the overall administration of the contract.

b. Representatives of Contracting Officers in accordance with VAAR 852.270-1, January 2008: The Contracting Officer reserves the right to designate representative(s) to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation shall be furnished to the contractor.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, PARAGRAPH b, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. 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)

### B.3 Price/Cost Schedule

#### Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY (Estimated)	UNIT	UNIT PRICE		AMOUNT
<b>0001</b>	Broward County	2.00	MO	NSP		NSP
<b>0001AA</b>	BLS Ambulance services Load fee	50.00	EA			
<b>0001AB</b>	ALS Ambulance Services Load fee - Support services shall include provision of: Oxygen, intravenous lines with medications, and heart monitoring (as required and ordered).	10.00	EA			
<b>0001AC</b>	SCT Ambulance services Load fee	1.00	EA			
<b>0001AD</b>	CCT Ambulance services Load fee	1.00	EA			
<b>0001AE</b>	Mileage per mile	1,867.00	EA			
<b>0002</b>	Miami-Dade County	2.00	MO	NSP		NSP
<b>0002AA</b>	BLS Ambulance services Load fee	26.00	EA			
<b>0002AB</b>	ALS Ambulance Services Load fee - Support services shall include provision of: Oxygen, intravenous lines with medications, and heart monitoring (as required and ordered).	3.00	EA			
<b>0002AC</b>	SCT Ambulance services Load fee	1.00	EA			
<b>0002AD</b>	CCT Ambulance services Load fee	1.00	EA			
<b>0002AE</b>	Mileage per mile	1,166.00	EA			
<b>0003</b>	Monroe County	2.00	MO	NSP		NSP
<b>0003AA</b>	BLS Ambulance services Load fee	4.00	EA			
<b>0003AB</b>	ALS Ambulance Services	2.00	EA			

	Load fee - Support services shall include provision of: Oxygen, intravenous lines with medications, and heart monitoring (as required and ordered).				
<b>0003AC</b>	SCT Ambulance services Load fee	1.00	EA		
<b>0003AD</b>	CCT Ambulance services Load fee	1.00	EA		
<b>0003AE</b>	Mileage per mile	1,226.00	EA		
<b>0004</b>	Palm Beach County	2.00	MO	NSP	NSP
<b>0004AA</b>	BLS Ambulance services Load fee	4.00	EA		
<b>0004AB</b>	ALS Ambulance Services Load fee - Support services shall include provision of: Oxygen, intravenous lines with medications, and heart monitoring (as required and ordered).	2.00	EA		
<b>0004AC</b>	SCT Ambulance services Load fee	1.00	EA		
<b>0004AD</b>	CCT Ambulance services Load fee	1.00	EA		
<b>0004AE</b>	Mileage per mile	513.00	EA		
				<b>GRAND TOTAL</b>	

## B.4 Delivery Schedule

Line Item	QUANTITY	Period of Performance
All CLINs	2.00 Months	1 August - 30 September 2015

## B.5 PERFORMANCE WORK STATEMENT

### 1.0. INTRODUCTION.

1.1. The Government requires ambulance transportation and all inclusive services to include medical equipment necessary for the transportation of qualified Veterans of the Bruce W. Carter Miami VA Medical Center. This requirement DOES NOT include services needed for an Emergency Response, service to a 911 call, and/or equivalent needed service.

### 2.0. DESCRIPTION / SCOPE / OBJECTIVE.

2.1. The Contractor shall furnish ground ambulance transportation with the inclusive provision of medical services for Basic Life Support (BLS), Advanced Life Support (ALS), Specialty Care Transportation (SCT), and Critical Care Transportation (CCT) to beneficiaries of the Miami Veteran Affairs (VA) Medical Centers, Community Living Center (CLC) and outlying Community Based Outpatient Clinics (CBOC), and Non-VA medical centers in accordance with all terms and conditions of this contract. The Contractor shall provide all supplies, materials, equipment, labor, supervision, management, and transportation to furnish BLS/ALS/SCT/CCT transportation to eligible VA beneficiaries located in Broward, Miami-Dade, Monroe, and Palm Beach counties in the State of Florida.

### 3.0. APPLICABLE DOCUMENTS.

3.1. The following laws, regulations, policies, and procedures in effect on date of contract issuance and all subsequent changes or updates apply:

FAR	Federal Acquisition Regulation
VAAR	Veterans Administration Acquisition Regulation
KKK-A-1822E	Ambulance equipped with Basic Life Support (BLS) System
KKK-A-1822C	Ambulance equipped with Advance Life Support (ALS) System
SCA DOL Website	Service Contract Act (SCA) Directory of Occupations (Fifth Edition) <a href="http://www.dol.gov/whd/contracts/sca.htm">http://www.dol.gov/whd/contracts/sca.htm</a>
Florida Administrative Code	Reference Section 401, Florida Statutes and Section 64-E-2

### 3.2. Definitions:

3.2.1. Ambulance: Means a vehicle designed and certified to transport ill or injured patients. It may be used under emergency or nonemergency conditions and is equipped with supplies and personnel to provide patient care while in route to or from a destination and in accordance with Federal Specification KKK-A-1822F dated August 1, 2007 or later version. An ambulance must meet at minimum, but not limited to:

- a. A driver's compartment.
- b. A patient compartment to accommodate an emergency medical services provider (EMSP) and one patient located on the primary cot so positioned that the primary patient can be given intensive life-support during transit.
- c. Equipment and supplies for emergency care at the scene as well as during transport.
- d. Safety, comfort, and avoidance of aggravation of the patient's injury or illness.
- e. Two-way radio communication.
- f. Audible and Visual Traffic warning devices.

3.2.2. Basic Life Support (BLS) Transportation: Means transportation by a ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. The ambulance must be staffed by an individual who is qualified in accordance with the State of Florida and local laws as an emergency medical technician-basic (EMT-Basic).

3.2.3. Advance Life Support (ALS) Transportation: Means transportation by a ground ambulance vehicle and medically necessary supplies and services, plus the medical provision or treatment of a beneficiary through the use of techniques such as, but not limited to, endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, cardiac defibrillation, and other techniques by an individual who is qualified in accordance with the State of Florida and local laws as an emergency medical EMT-Paramedic.

3.2.4. Specialty Care Transportation (SCT): Means transportation by a ground ambulance vehicle and medically necessary supplies and services of a critically injured or ill beneficiary at a level of services beyond the scope of the EMT-Paramedic. SCT is necessary when a beneficiary's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area.

3.2.5. Critical Care Transportation (CCT): Means transportation by a ground ambulance vehicle and medically necessary supplies and services of a critically injured or ill beneficiary with acute impair of one or more vital organ systems such that there is a high probability of imminent or life threatening deterioration in the patient's condition during transport. Examples of vital organ system failure that may contribute to morbidity or mortality include, but are not limited to: central nervous system failure, circulatory failure, shock, renal, hepatic, metabolic, and/or respiratory failure.

3.2.6. Emergency Response: Means responding immediately with medical services needs to a 911 call or the equivalent in areas without a 911 call system. An immediate response is one in which the ambulance entity begins as quickly as possible to take the steps necessary to respond to the call.

3.2.7. Loaded Mileage: Means the number of miles the beneficiary is transported in the ambulance vehicle.

3.2.8. Administrative Officer of the Day (AOD): Administrative officer in charge and/or responsible for administrative duties in the capacity of decision making and/or problem solving matters only related and/or pertaining administrative matters. AODs hours of operation are between 4:30 PM and 8 AM Monday through Thursday, weekends and holidays.

3.2.9. Contracting Officer's Representative (COR): Main point of contact for normal day-to-day service matters. Works closely with the contracting officer in monitoring contract compliance. Furnishes technical guidance and advice, and monitors the services provided by the contractor. Advises the contracting officer regarding contractor performance and recommends required contract modifications.

3.2.10. Durable Medical Equipment (DME): Medical equipment that is ordered by a provider for use in the home, such as walkers, wheelchairs, etc.

3.2.11. Travel Unit Personnel: VA Travel Unit Employees authorized to coordinate authorized transportation at VA expense; Administrative Officer of the Day, Inter-facility Transfer Coordinator, Travel Clerk, and COR.

## **4.0. PERFORMANCE REQUIREMENTS**

### **4.1. Qualifications:**

4.1.1. The contractor shall be licensed as both an advanced and basic life support ambulance service by the State of Florida Department of Health's Bureau of Medical Services to provide Emergency Medical. The contractor shall maintain licensure/certification/Certificate of Public Convenience Necessity (COPCN) with the State of Florida, and Broward, Miami-Dade, Monroe, Palm Beach Counties, as



applicable, throughout the life of the contract. In the event the license/certification/COPCN lapses or expires, this may result in a termination of the contract and/or discontinuance of further ordering from the contractor.

4.1.2. The contractor shall maintain documentation demonstrating that they meet all requirements of Federal, State, and County or City codes regarding operation of this type of service. Documentation shall be made available to the Government immediately upon request.

#### **4.2. Vehicles:**

4.2.1. The ambulances used under the terms of this contract shall be licensed and meet the minimum requirements governing emergency vehicles that is mandated by Florida Department of Health, Bureau of Emergency Medical Services. Licensure shall be maintained in current status throughout the term of the contract and a copy of updates provided upon request.

4.2.2. The contractor shall have an adequate number of vehicles to meet the requirements of this contract, along with the evidence of satisfactory vehicle inspection prior to use under this contract.

4.2.3. Every ambulance operated shall have at least two personnel, at least one person shall be licensed in cardiopulmonary resuscitation or first aid and the person in the emergency compartment shall be certified as an emergency medical technician-basic level.

4.2.3.1. BLS vehicles shall have at a minimum an emergency technician (EMT) attending the patient and a driver meeting minimum ambulance driver requirements in section 401-281, Florida Statutes.

4.2.3.2. ALS vehicles shall have, at a minimum, a paramedic attending the patient, and an EMT meeting requirements, as a driver.

4.2.4. Vehicles and equipment used in the performance of this contract shall be clean, orderly, and in excellent operating condition at all times, and records of maintenance/preventive maintenance shall be made available for inspection upon request.

4.2.5. All vehicles shall be smoke free and have "No Smoking" signage posted.

4.2.6. The contractor shall notify the contracting officer of any vehicle and equipment added/changed/deleted after award of contract.

4.2.7. The Government reserves the right to thoroughly inspect contractor vehicles prior to award and at any time after contract award. Mechanical defects noted at the time of inspection shall be corrected at the Contractor's expense and the ambulance (s) re-inspected prior to use under the contract.

#### **4.3. Ordering Service:**

4.3.1. VA Travel clerks, Inter-facility Travel Coordinator, or the Administrative Officer of the Day (AOD) will make requests for services. ALS, BLS, SCT, or CCT mode of transport shall be discussed and determined by the contractor and the VA clinical personnel. The contractor shall transport per its policies and standard industry practices. If mode of transport differs from what was agreed upon, the contractor shall submit documentation explaining the reasons for alternate course of action.

4.3.2. Authorized personnel will place scheduled and unscheduled transportation requests via telephone to the contractor's dispatch office. The request for services shall specify the originating point, final destination, and any special needs required. Only such travel specified is authorized. The contractor is responsible for providing all routing and directions to drivers prior to arrival at the pickup location.

4.3.3. When transporting patient(s) leaving the Government healthcare facility, the contractor may be required, if necessary to transport a maximum of three (3) items, to include boxes, luggage, and/or durable medical equipment at no additional cost to the Government. The contractor shall only be

responsible to transport belongings that are clean, contained in appropriate packaging, the size and weight of which one person can reasonably handle.

4.3.4. When transporting patients to a VA Community Nursing Home, upon arrival at the nursing home, the driver shall give the VA Nursing Home Packet that accompanies the patient to the responsible Nursing Home staff member. The driver shall sign and date the packet's signature form. If there are any discrepancies between the address listed on the Nursing Home Packet and the address listed in the trip request, the driver shall clarify the correct destination address with the VA travel office, or AOD if after hours.

4.3.5. When transporting a patient to a local hospital, upon arrival at the hospital, the driver shall give the hospital the copy of the medical information accompanying the patient and a copy of the ambulance run sheet listing history of present illness, vital signs, and medical actions or medications provided during transport.

#### **4.4. Response Time:**

4.4.1. Response time will be calculated from the receipt of the telephonic/fax request for service. At the time of the request, the contractor shall acknowledge their ability to provide the service within the contracted response time. If the contractor cannot provide the service for any reason, they must notify the VA's authorized requestor of their inability to provide the service.

4.4.2. Response times will be based upon scheduled or unscheduled service and the mode of transportation: BLS, ALS, SCT, or CCT. A monetary penalty equal to 80 percent of the billing invoice may be garnered from the contractor for any service rendered over the required response time. Contractor's allowable response times are to be delivered within the following times:

Call Type	BLS	ALS	SCT	CCT
Scheduled (Trip ordered over 12 hours prior to time of required service.)	15 minutes	15 minutes	10 minutes	5 minutes
Unscheduled (Trip ordered under 12 hours prior to time of required service.)	45 minutes	45 minutes	30 minutes	30 minutes

4.4.3. If the contractor fails to furnish service within the required response times, the government reserves the right to obtain this service from another source and may charge the contractor with any excess cost which may result, and could be deducted from their monthly invoice. The Government will be the sole judge in determining when to order service from another source. Repeated failure to meet required response time may result in termination of the contract, or discontinuance of further orders.

#### **4.5. Waiting Time:**

4.5.1. Waiting time for patient shall not exceed thirty (30) minutes. There shall be no payment or reimbursement for "waiting time" and the contractor shall not invoice for such.

#### **4.6. Patient Condition upon Arrival:**

4.6.1. Upon arrival at the patient pick-up point, if the contractor determines the condition of the patient scheduled for pick-up is different than what was stated on the travel request, the contractor shall notify the Inter-facility Transfer Coordinator or Administrative Officer of the Day (AOD) for further instruction.

#### **4.7. Escort:**

4.7.1. Subject to limitations of current regulations, the Government reserves the right to have an escort, such as a relative, or care provider of beneficiary or VA staff accompany beneficiary when the Government determines that such an escort is in the best interest of the beneficiary. Contractor shall pick

up and escort the patient to his/her appropriate ward, nursing home, clinic or to the travel office when requested. The Government will also be the final judge in determining when an escort is required. There shall be no additional charge to the Government when escorts are authorized to travel with beneficiary. Contractor shall only be required to transport escort with patient and shall not be required to return the escort back to point of origin.

#### **4.8. Incident/Accident Report:**

4.8.1. Any adverse events involving the welfare of a VA beneficiary while in the care of the contractor during transport shall be recorded and reported to the COR during normal business hours or to the AOD after normal business hours (4:30pm-8:00am) within 24 hours of the event.

4.8.2. The contractor shall make initial contact immediately after the event via telephone, fax, or email notifying the Government of any incident, accidents, or medication or transfusion errors involving injury to VA patients during transport. The Government will provide POC's and phone numbers after contract award and prior to service start.

4.8.3. The contractor shall prepare and submit a detailed incident report with all information necessary to conduct a full review (date, time, patient, place of pick-up, place of incident, names of parties involved, a detailed summary of events etc.) with recommended/implemented corrective action within 24 hours of such incident to the contracting officer with a copy to the Chief, Medical Administration Service, MVAHS.

#### **4.9. Ambulance Medical Equipment:**

4.9.1. Every ambulance in service under this contract shall be equipped as required by the State of Florida and carry at least the minimal equipment necessary for the type of service to be provided, as determined by standards adopted by the State of Florida. Ambulances and medical equipment may be subject to periodic inspection by the Government.

4.9.2. Each emergency care vehicle shall have patient compartment facilities, oxygen and suction systems and equipment, environmental climatic equipment communications and additional systems equipment accessories and supplies as required by the applicable codes, rules and regulations established by Federal, State and Local regulating authorities. When a patient is transported with Government owned equipment, the equipment shall be returned to the Government within 24 hours in the same condition as it was released.

#### **4.10. Origin and Destination:**

4.10.1. Patients may be transported to or from any designated location within the defined service area, encompassing the state of Florida. All transports will be between VA facilities or between the VA facility and a facility that provides care under VA auspices (i.e. Contract Nursing Home, Community Outpatient Clinics,) and/or between the home of the beneficiary receiving travel services and the VA facility. The VA staff will specify the points of origin and the destination of every trip.

#### **4.11. Trip Documentation:**

4.11.1. The contractor shall document each transport with an appropriate document that specifies the date, patient name and identification number, time of pick up, destination, time of drop off, mileage, and any notes regarding issues particular to the specific transport, including recording oxygen, cardiac monitoring, and other services provided (i.e. material items, supplies).

4.11.2. The contractor shall include a copy of this form with all invoices and also provide the trip documentation form upon request by the Government. These forms shall serve as documentation of the transport and shall be a source document for reconciliation of the contractor's requests for payment.

**4.12. Cancellation:**

4.12.1. At the time of the request, contractor shall acknowledge their ability to provide the service within the requested response time. If the contractor cannot provide the services for any reason, they must notify the VA staff person requesting the service of their inability to provide the service.

4.12.2. The contractor shall not charge the Government a cancellation fee when cancellations made prior to the patient pick-up.

**4.13. Non-pick up of Patient:**

4.13.1. When ambulance service under the terms of this contract involves a trip to or from a Government facility, but due to unforeseen circumstances the patient is not available for pick-up, the contractor shall collect for the trip at the rates applicable under the pricing portion of this contract.

4.13.2. The Government reserves the right to substitute beneficiary requiring service at any time during the performance of the contract to prevent "Unloaded Trips", delays, and cancellations. There shall be no additional charge to the Government when such changes occur.

**5.0. PERFORMANCE LOCATION AND HOURS.**

**5.1. Location:**

5.1.1. Bruce W. Carter, Miami VA Medical Center, 1201 16<sup>th</sup> Street, Miami, Florida, 33125

5.1.2. Deerfield Beach, CBOC, 2100 SW 10 Street, Deerfield Beach, Florida 33442

5.1.3. Broward VA Outpatient Clinic 9800 West Commercial Blvd, Sunrise, Florida 33351

5.1.4. Hollywood CBOC, Hollywood Medical Pavilion, 3702 Washington Street, Ste. 201, Hollywood, Florida 33021

5.1.5. Homestead CBOC, 950 Krome Avenue, Ste. 401, Homestead, Florida 33030

5.1.6. Key Largo CBOC, 105662 Overseas Hwy, Key Largo, Florida 33037

5.1.7. Key West CBOC, 1300 Douglas Circle, Building L-15, Key West, FL 33040

5.1.8. Miami Outpatient Substance Abuse Clinic, 1492 West Flagler Street, Ste. 101, Miami, Florida 33135

5.1.9. Pembroke Pines CBOC, 7369 Sheridan Street, Ste. 102, Pembroke Pines, Florida 33024

5.1.10. Qualified Beneficiaries Residences, within the four county catchment areas of Broward, Miami-Dade, Monroe, and Palm Beach

**5.2. Duty Hours:**

5.2.1. Bruce W. Carter, Miami VA Medical Center: 24 hours

5.2.2. Deerfield Beach, CBOC: 8:00am to 4:30pm

5.2.3. Broward VA Outpatient Clinic: 8:00am to 4:30pm

5.2.4. Hollywood CBOC, Hollywood Medical Pavilion: 8:00am to 4:30pm

- 5.2.5. Homestead CBOC: 8:00am to 4:30pm
- 5.2.6. Key Largo CBOC: 8:00am to 4:30pm
- 5.2.7. Key West CBOC: 8:00am to 4:30pm
- 5.2.8. Miami Outpatient Substance Abuse Clinic: 8:00am to 4:30pm
- 5.2.9. Pembroke Pines CBOC: 8:00am to 4:30pm
- 5.2.10. Qualified Beneficiaries Residences: 24 hours

**6.0. DELIVERABLES.** Not Applicable

**7.0. KEY PERSONNEL REPLACEMENT AND SUBSTITUTION.**

7.1. Requests for approval of substitutions shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request shall contain a complete resume for the proposed substitute, and any other information requested or required by the Contracting Officer to approve or disapprove the request. Proposed substitutes shall have qualifications that are equal to or higher than the personnel being augmented. The Contracting Officer or his/her authorized representative shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable.

7.2. If the Contracting Officer determines that, (1) suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming. (2) The resultant substitution would be so substantial as to impair the successful completion of the contract, or the delivery order, in accordance with the proposal accepted by the Government at time of contract award. The Contracting Officer may, (1) terminate the contract for default or for the convenience of the Government, as appropriate; or (2) at his discretion, if he finds the Contractor at fault for the condition. The Contracting Officer may equitably adjust the contract price downward to compensate the Government for any resultant delay, loss or damage.

**8.0. CONTRACTOR PERSONNEL AND MANAGEMENT**

8.1. Contractor Personnel. The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this PWS. The Contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements.

8.2. Safety/Security Requirements. The Contractor shall comply with all applicable federal, state and local laws and ensure performance is secure while protecting material, equipment, and supplies from damage and loss. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

8.3. All information generated in performance of this contract becomes property of the Government and shall be surrendered upon request and/or completion of the contract. The Contractor must protect against the destruction and/or misplacement of all information produced under this contract, unless directed under local policy to destroy. This includes both hard and soft copies of data.

8.4. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials, or confirmations) on any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of the COR.

## **8.5. Standards of Conduct:**

8.5.1. Conduct of Personnel. Contractor personnel shall conduct themselves in a professional manner (i.e. timeliness, communication; spoken and written etc.). The Contracting Officer may require the Contractor to remove from the job site any employee working under this contract for reasons of suspected misconduct, a suspected security breach, or suspected to be under the influence of alcohol, drugs, or any other incapacitating agent. Contractor employees shall be subject to dismissal from the premises upon determination by the Contracting Officer that such action is necessary in the interests of the Government. The hospital director or designated representative has the authority to bar individuals from the Government facility. The removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this performance work statement. The Government shall not reimburse the Contractor for travel and other expenses associated with the removal of personnel.

8.5.2. Contractor personnel are not authorized to carry or possess personal weapons to include, but not limited to, firearms and knives with a blade length in excess of three inches, while assigned under this contract.

8.5.3. Contractor Badges. Contractor personnel shall also wear a laminated contractor identification badge at all times when performing services under this Contract, including when on Government directed travel. The badge will contain a personal picture, name of employee, and Contractor's name. Badges shall be worn on the outer garment attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.

8.5.4. Working Attire and Appearance. Contractor personnel shall present a professional appearance commensurate with standards delineated for Government civilian personnel acting in similar capacities.

8.5.5. The Government reserves the right to review Contractor personnel qualifications. Upon request, resumes shall be provided to the Contracting Officer prior to clearance approval, for review and acceptance by the COR. The intent is verification purpose and not for the Government to become the hiring authority.

## **8.6. Patient Rights:**

8.6.1. The contractor shall be courteous to VA beneficiaries under their care. Any substantiated mistreatment of patients in the performance of this contract may be cause for termination of the contract, or discontinuance of further placement of orders. The Government reserves the right to request driver removal from transporting VA patients if mistreatment is substantiated. Drivers must be courteous and considerate of all patients they are transporting.

8.6.2. The contractor shall notify the COR, in writing within 24 hour of any complaints made by the patients regarding service issues, providing recommendations for improved services.

## **8.7. Miscellaneous:**

8.7.1. Contractor employees shall conduct themselves in a professional manner at all time while providing service to Government and on government premises.

8.7.2. Contractor Vehicles transporting VA beneficiaries must be dedicated exclusively to VA transports. The contractor shall not carry private pay patients with VA beneficiaries under this contract.

## **9.0. TRAVEL (N/A)**

## **10.0. NON-PERSONAL SERVICE STATEMENT**

10.1. Use of Sub-contractors: The contractor may subcontract service in order to satisfy the Government's requirements.

10.1.1. All companies utilized as subcontractors are subject to approval of the Government and shall meet all requirements of this contract.

10.1.2. The contractor shall disclose use of any subcontractors and ensure all certification and training requirements are in compliance with federal, state, and county regulations governing ambulance services.

10.1.3. The contractor shall be responsible for all subcontracting services provided under this contract.

10.1.4. Subcontractor's invoices shall not be submitted directly to the Government, but rather shall be incorporated as part of the prime contractor's regular monthly invoicing.

## **11.0. PERSONNEL QUALIFICATIONS:**

### **11.1. Contractor Personnel:**

11.1.1. The contractor shall ensure that the following personnel (Emergency Medical Technicians (EMT), Paramedic, and Non-Emergency Attendant/ Drivers) requirements are met.

11.1.1.1. Ensure and certify that personnel performing the services required under this contract are properly licensed and fully trained in the use of the vehicle and equipment that will be used in the carrying out contracted services.

11.1.1.2. The contractor shall ensure minimum staffing requirements as mandated by the State of Florida are met. Each vehicle shall be operated with sufficient personnel for adequate patient care, at least one of whom shall be an Emergency Medical Technician (EMT).

11.1.2. Contractor shall maintain records of each employee as to character and physical capabilities of performing the services of a driver and/or attendant.

11.1.2.1. A record of each employee as to character, physical capabilities, and qualifications performing the duties of an ambulance driver or attendant shall be maintained at the contractor's establishment and made available for inspection upon request of the contracting officer or COR.

11.1.2.2. A roster of Paramedics, Registered Nurses (RN), Emergency Medical Technicians (EMT), and Non-emergency Attendant Drivers (EMTs and LPNs if used to provide these services) shall be provided to the contracting officer or COR upon request, and shall contain the following information:

- a. Name
- b. Paramedic or EMT license number
- c. Driver's license number
- d. Date of initial training
- e. Date of refresher training

11.1.2.3. "Authorized to work in the US"

### **11.2. Training:**

11.2.1. Emergency Medical Technicians providing emergency services on this contract shall meet the following training requirements:

11.2.1.1. Have completed training in accordance with the standard published by the US Department of Health and Human Services (PL 93-154) and follow Florida Statutes (401.2701) requiring a minimum of 110 hours, with at least 20 hours of supervised clinical supervision, including 10 hours in a hospital emergency department. EMTs shall also meet ongoing recertification requirement standards determined by the State of Florida.

11.2.1.2. The EMT shall be certified, licensed or otherwise officially recognized by the local, state, or regional government or public entity where the emergency ambulance service is operated or by which it is governed. Current and updated certifications of EMTs providing service under this contract shall be submitted to the contracting officer or COR.

11.2.2. Paramedics providing emergency services on this contract shall have the following qualifications:

11.2.2.1. Have completed the required all emergency medical technician and paramedic recertification training. The rules shall provide that all recertification training equals at least 700 hours of training that provide didactic and skills practice components, including a field internship experience aboard an advanced life support permitted ambulance. The Paramedic must be certified, licensed or otherwise officially recognized by the local, state, or regional government or public entity where the emergency ambulance service is operated or by which it is governed.

11.2.2.2. Must possess EMT — P Card.

11.2.2.3. Evidence of the training program successfully completed by the Paramedic with a copy State of Florida Certification Certificate must be submitted to the contracting officer or COR.

11.2.3. Drivers providing service under this contract shall have a valid ambulance personnel license with a driver designation as required by Federal, State, and local law.

11.2.3.1. Contractor shall ensure each ALS and BLS driver who operates a permitted vehicle meets qualifications listed in Section 401.281, Florida Statue (F.S.) and shall be responsible for ensuring that its drivers are knowledgeable and competent in emergency vehicle operations and thoroughly familiar with the vehicles assigned.

11.2.3.2. Ambulance drivers shall complete at least a 16-hour course of instruction on driving an authorized emergency vehicle, as defined by Section 316.003 (1), F.S., which must include at a minimum, classroom and behind-the-wheel training.

11.2.3.3. Attendant/driver shall have successfully completed standard and advanced first aid courses including use of cardiopulmonary resuscitation techniques (CPR) of the American Red Cross or equivalent; be able to safely use all associated equipment, such as wheelchair lifts, and fire extinguishers; and have been fully briefed and trained in passenger assistance techniques. Proof in the form of a current certificate that first aid training has been successfully completed shall be available upon request.

11.2.4. All contractor employees shall be enrolled periodically in a refresher course, continuing education, or advanced training programs as approved and required by the State of Florida, Department of Health Bureau of Emergency Medical Services. Such refresher training shall be submitted to the contracting officer or COR upon request for verification of compliance. In no instance may this continuing education training be less frequent than every two years.

## **12.0. PERFORMANCE STANDARDS AND QUALITY MEASUREMENT**

12.1. The Joint Commission (JC) Standards:

12.1.1. The contractor shall perform required services in accordance with the standards of the Joint Commission on the Accreditation of Healthcare Organization; established principles and ethics of the medical profession recognized by the American Medical Association (AMA) and American College of Emergency Physicians (ACEP) The contractor shall adhere to Veterans Health Administration (VHA) regulations and the Medical Staff bylaws of the medical facilities assigned to—and operate within—the Veteran Integrated Service Network (VISN) 8.



12.1.2. The contractor, upon request, shall provide quality data and information related to services provided—and participate—in Miami VAMC Performance Improvement Programs when requested to do so. Upon request the contractor shall also provide a competence assessment checklist and annual performance evaluation to the Contracting Officer's Representative (COR) for each contracted employee.

**12.2. Health Information Portability and Accountability Act (HIPAA):**

12.2.1. The contractor shall comply with the provisions of the Privacy Act of 1974, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as all applicable VHA regulations.

12.2.2. The contractor shall not maintain or share sensitive material or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business agreement provided in section D.

**12.3. Insurance Coverage:**

12.3.1. Throughout the effective period of this contract, the contractor shall possess insurance coverage in the minimum amounts to satisfy contract clause 852.237-71, Indemnification and Insurance, or Florida state requirements, or Miami-Dade County requirements, whichever are higher. Any lapse in required coverage will result in suspension of operation until such coverage is restored and allow this agency of making what temporary arrangements it deems necessary and appropriate to address the transport needs of its patients. Prior to the start of contract performance, the contractor shall submit to the contracting officer or COR their certificate of insurance coverage evidencing required levels.

**12.4. Inspections:**

12.4.1. During the effective period of the contract, the Government reserves the right to thoroughly inspect and investigate the establishment, facilities, business reputation, and other licensure and qualifications of the contractor.

12.4.2. In order to protect the lives and health of patients, the contractor shall take such safety precautions as the contracting officer or COR may determine to be reasonably necessary. The contracting officer or COR will notify the contractor of any safety non-compliance and the action to be taken. The contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. If the contractor fails or refuses to comply promptly, the contracting officer may issue an order stopping all or any part of the work and discontinuance of further order placement.

**12.6. Infection Control:**

12.6.1. Contractor employees shall receive ongoing training on universal precautions and infection control as appropriate to their duties. Contractor drivers and attendants shall use universal precautionary measures at all times for the prevention and control of the spread of infectious agents to all persons.

12.6.2. The contractor shall delay using drivers and/or attendants who have the cold, flu, chickenpox, measles, or have been exposed to someone who is sick on trips until well or no longer symptomatic.

**12.7. Disposal of Hazardous Waste:**

12.7.1. Contractor employees shall be trained on how to handle bio-hazardous waste during transport and how to properly dispose of bio-hazardous waste in designated containers, including how to dispose in designated containers when on government premises. The contractor shall not dispose of any bio-hazardous materials at any location on the premises except as specified by the contracting officer or COR.

**12.8. Contractor's Quality Control Program (QCP):**

12.8.1. The contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified, during the life of the contract. The contractor's QCP shall include the following:

12.8.1.1. An inspection plan covering all services required by this contract. The inspection plan shall specify the type of inspections (Le. scheduled, unscheduled), areas for inspection, frequency of inspections and documentation of inspections, and who will conduct the inspections, with his or her title specified.

12.8.1.2. On-site records of all inspections conducted by the Contractor. The inspection records shall note findings and necessary corrective action taken, the timeframe, and follow-up responsibility/issues. The Government reserves the right to request copies of any and/or each inspection.

12.8.1.3. Internal procedures for updating medical service protocols. The contractor shall have established internal procedures for updating medical service protocols that have been revised, requires changes and/or incorporation of new protocols since licensing. The changes to processes, equipment, and/or protocol that may affect performance of contract must be communicated in writing to the Contracting Office.

12.8.1.4. Methods for identifying and preventing deficiencies. The contractor shall have quality improvement mechanisms in place that allows the business to evaluate the quality of services performed by using established methods for identifying and preventing deficiencies before the level of performance becomes unacceptable. Specific organizational monitoring functions and areas shall be identified with levels of responsibility associated, noting intermediate supervisory responsibility and overall management responsibility for ensuring total acceptable performance.

12.8.1.5. On-site competency records of each employee. The contractor shall have employee records available on-site that identifies the character, physical capabilities, certifications, and ongoing training records of each employee performing services under this contract.

12.8.1.6. A log or trip ticket to account for all requests for service. The contractor shall use a log or trip ticket to account for all requests for services. The log shall indicate the date and time of service call, name of beneficiary requiring service, type of transportation requested, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points. The trip ticket shall also contain a patient trip evaluation section, which shall be completed for ongoing monitoring of customer comments.

12.8.1.7. On site records for tracking of customer complaints and actions taken. The contractor shall keep onsite records for tracking customer complaints or problems with the procedures or initiatives implemented for correction and/or elimination of the problem before negative effects caused interruption of performance on contract.

12.8.1.8. Drug Testing Policy: The contractor shall have internal policies and procedures for addressing drug and alcohol abuse.

#### **12.9. Performance standards define desired services:**

12.9.1. The Government performs surveillance to determine if the Contractor exceeds, meets, or does not meet these standards. The Government shall use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL). The Quality Assurance Surveillance Plan (QASP) method of surveillance will be by random inspection.

12.9.2. The QASP and its performance objectives are as follows:

<b>PWS Para.</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Surveillance Method</b>	<b>Compliance</b>
4.4.2.	Response Time/ Transport	Contractor shall meet the requirements during the period of performance	99% Compliance	CO/COR Direct Observation	Below AQL, non-acceptance of services. A Contract Discrepancy Report (CDR), will be issued for performance below the AQL. The Contractor will have five workdays to provide a response that includes an improvement strategy for addressing the issues. 30 days after issuing the CDR, the Contractor will be re-rated. If performance does not comply with PWS, the PCO will be notified, the performance record will be documented, and PCO may pursue contract action.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;  
 (viii) Name, title, and phone number of person to notify in event of defective invoice; and  
 (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be

other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

*(u) Unauthorized Obligations.*

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

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

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

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

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

(End of Clause)

#### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

### **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2013)**

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(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) (Pub. L. 108-77, 108-78).

(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:



- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ☐ (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) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- [X] (6) 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).
- ☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (11) [Reserved]
- [X] (12)(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).
- ☐ (13)(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.
- [X] (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (JUL 2010) of 52.219-9.
- [X] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [X] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (25) 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)).
- [X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- ☐ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (NOV 2013) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (42) 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).
- ☐ (43) 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).
- ☐ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- ☐ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (52)(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:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

- Refer to Section D

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[X] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[X] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[ ] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[ ] (9) 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
  - (vii) 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.
  - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).
  - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
  - (xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
  - (xiii) 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).
  - (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xv) 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.3 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

(End of Clause)

### C.4 ADDENDUM to FAR 52.213-2 INVOICES (APR 1984)

#### Invoice Procedure:

1. The contractor shall use an itemized billing format, with the resources furnished when submitting ambulance service invoices. These said invoices shall specify each service charge with the patient name, date of service, pick-up and delivery point, name of Miami VA Healthcare System (MVAHS) requesting authority, trip authorization number, and an itemized list of charges allowed under the contract.
2. Invoices shall be submitted to the Miami VA Travel Office via secured correspondence (electronic or standard) no later than twenty (20) calendar days following the end of the month of services and are to include all contract services furnished for the preceding calendar month.
3. The contractor shall be responsible to ensure submitted invoices only include charges of services with date-of-service within the period of performance for the corresponding Billing Purchase Order (BPO) provided by the contracting officer.

4. Contractor shall file invoices electronically to the VA Financial Service Center (VAFSC) via OB10. Contractor shall follow e-Invoice Submission Protocol as described: <http://www.tungsten-network.com/us/en/veterans-affairs/>

5. The Government will review and reconcile invoices with trip tickets and travel logs. Unauthorized Commitments/charges will be suspended pending investigation. Unauthorized charges are those that are being disputed or have not been pre-approved by designated and authorized government personnel, and that are not allowable under the contract to make such commitment. A final determination will be made, within thirty (30) days, after notifying the contractor of charges being suspended of whether or not payment will be issued. If it is determined that a trip was the result of either an unauthorized commitment and/or transport of an individual ineligible for Government coverage, such payment will not be made and the ineligible person transported and/or person/entity that made the unauthorized commitment becomes responsible for payment for the transport. The Government may authorize the contractor to collect the payment directly.

6 The Government reserves the right to change and/or adjust billing process based on government needs and requirements. Government will inform vendor changes in payment processes.

(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. The contractor is hereby notified that any extension of services resulting from the utilization of this clause shall be set at the contract rates in effect at the time of the contract period immediately preceding the exercise of this option. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

#### **C.6 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.7 852.232-72 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.tungsten-network.com/us/en/veterans-affairs/>)

(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.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **C.9 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

**C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (End of Addendum to 52.212-4)	JUN 2013

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### D.1 BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of VHA.

In order for to provide such services, VHA will disclose Protected Health Information to and will use or disclose Protected Health Information in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to VHA.

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103. “Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “EPHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

“Subcontractor” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.



2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to the Director, Health Information Governance, by email to [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov).

(3) Business Associate shall not notify individuals or HHS directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

- (1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

Director, Health Information Governance

Department of Veterans Affairs – Veterans Health Administration

Office of Informatics and Analytics (10P)

810 Vermont Avenue NW

Washington, DC 20420

and submitted by email at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov)

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

**Department of Veterans Affairs  
Veterans Health Administration**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**D.2 WAGE DETERMINATION**

WD 05-2119 (Rev.-16) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2119

Diane C. Koplewski Division of | Revision No.: 16

Director Wage Determinations| Date Of Revision: 12/22/2014

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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Florida

Area: Florida Counties of Collier, Dade, Monroe

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.11
01012 - Accounting Clerk II		16.24
01013 - Accounting Clerk III		18.17
01020 - Administrative Assistant		22.64
01040 - Court Reporter		18.82
01051 - Data Entry Operator I		12.92
01052 - Data Entry Operator II		14.09
01060 - Dispatcher, Motor Vehicle		16.82
01070 - Document Preparation Clerk		12.67
01090 - Duplicating Machine Operator		12.67
01111 - General Clerk I		12.62
01112 - General Clerk II		13.88
01113 - General Clerk III		15.59
01120 - Housing Referral Assistant		20.88
01141 - Messenger Courier		12.39
01191 - Order Clerk I		12.71
01192 - Order Clerk II		13.86
01261 - Personnel Assistant (Employment) I		15.88
01262 - Personnel Assistant (Employment) II		18.07
01263 - Personnel Assistant (Employment) III		20.30
01270 - Production Control Clerk		20.00

01280 - Receptionist	13.44
01290 - Rental Clerk	14.93
01300 - Scheduler, Maintenance	16.74
01311 - Secretary I	16.74
01312 - Secretary II	18.73
01313 - Secretary III	20.88
01320 - Service Order Dispatcher	14.66
01410 - Supply Technician	23.21
01420 - Survey Worker	18.82
01531 - Travel Clerk I	12.57
01532 - Travel Clerk II	13.48
01533 - Travel Clerk III	14.33
01611 - Word Processor I	13.30
01612 - Word Processor II	14.93
01613 - Word Processor III	16.98
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.44
05010 - Automotive Electrician	16.61
05040 - Automotive Glass Installer	15.52
05070 - Automotive Worker	15.52
05110 - Mobile Equipment Servicer	13.34
05130 - Motor Equipment Metal Mechanic	17.56
05160 - Motor Equipment Metal Worker	15.52
05190 - Motor Vehicle Mechanic	17.34
05220 - Motor Vehicle Mechanic Helper	12.24
05250 - Motor Vehicle Upholstery Worker	14.42
05280 - Motor Vehicle Wrecker	15.52
05310 - Painter, Automotive	16.62
05340 - Radiator Repair Specialist	15.52
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	17.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.65
07041 - Cook I	11.08
07042 - Cook II	12.90
07070 - Dishwasher	8.72
07130 - Food Service Worker	9.89
07210 - Meat Cutter	12.75
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.98
09040 - Furniture Handler	7.71
09080 - Furniture Refinisher	14.98
09090 - Furniture Refinisher Helper	11.03
09110 - Furniture Repairer, Minor	13.00
09130 - Upholsterer	16.48
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	10.39
11090 - Gardener	14.13
11122 - Housekeeping Aide	10.39
11150 - Janitor	10.39
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	9.59

11260 - Pruner	9.93
11270 - Tractor Operator	14.36
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	11.94
12000 - Health Occupations	
12010 - Ambulance Driver	15.34
12011 - Breath Alcohol Technician	17.33
12012 - Certified Occupational Therapist Assistant	26.46
12015 - Certified Physical Therapist Assistant	24.15
12020 - Dental Assistant	15.13
12025 - Dental Hygienist	31.91
12030 - EKG Technician	22.01
12035 - Electroneurodiagnostic Technologist	22.01
12040 - Emergency Medical Technician	15.34
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.32
12100 - Medical Assistant	15.38
12130 - Medical Laboratory Technician	17.89
12160 - Medical Record Clerk	14.69
12190 - Medical Record Technician	15.38
12195 - Medical Transcriptionist	15.86
12210 - Nuclear Medicine Technologist	34.45
12221 - Nursing Assistant I	10.55
12222 - Nursing Assistant II	11.87
12223 - Nursing Assistant III	12.95
12224 - Nursing Assistant IV	14.53
12235 - Optical Dispenser	17.57
12236 - Optical Technician	15.24
12250 - Pharmacy Technician	15.84
12280 - Phlebotomist	14.53
12305 - Radiologic Technologist	25.46
12311 - Registered Nurse I	26.32
12312 - Registered Nurse II	29.80
12313 - Registered Nurse II, Specialist	29.80
12314 - Registered Nurse III	36.61
12315 - Registered Nurse III, Anesthetist	36.61
12316 - Registered Nurse IV	43.22
12317 - Scheduler (Drug and Alcohol Testing)	19.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.01
13012 - Exhibits Specialist II	23.54
13013 - Exhibits Specialist III	28.80
13041 - Illustrator I	20.64
13042 - Illustrator II	25.57
13043 - Illustrator III	31.27
13047 - Librarian	31.86
13050 - Library Aide/Clerk	12.37
13054 - Library Information Technology Systems Administrator	26.99
13058 - Library Technician	16.53
13061 - Media Specialist I	16.17
13062 - Media Specialist II	18.41
13063 - Media Specialist III	20.54

13071 - Photographer I	15.54
13072 - Photographer II	17.83
13073 - Photographer III	21.43
13074 - Photographer IV	27.00
13075 - Photographer V	32.66
13110 - Video Teleconference Technician	16.88
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.41
14042 - Computer Operator II	18.36
14043 - Computer Operator III	20.47
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	25.19
14071 - Computer Programmer I (see 1)	22.76
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	16.41
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.48
15020 - Aircrew Training Devices Instructor (Rated)	38.08
15030 - Air Crew Training Devices Instructor (Pilot)	42.90
15050 - Computer Based Training Specialist / Instructor	31.48
15060 - Educational Technologist	26.06
15070 - Flight Instructor (Pilot)	42.90
15080 - Graphic Artist	25.96
15090 - Technical Instructor	21.38
15095 - Technical Instructor/Course Developer	26.16
15110 - Test Proctor	17.26
15120 - Tutor	17.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.62
16030 - Counter Attendant	9.62
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.62
16090 - Presser, Hand	9.62
16110 - Presser, Machine, Drycleaning	9.62
16130 - Presser, Machine, Shirts	9.62
16160 - Presser, Machine, Wearing Apparel, Laundry	9.62
16190 - Sewing Machine Operator	12.52
16220 - Tailor	13.18
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.51
19040 - Tool And Die Maker	22.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.81
21030 - Material Coordinator	19.02
21040 - Material Expediter	19.02
21050 - Material Handling Laborer	12.17
21071 - Order Filler	11.60



21080 - Production Line Worker (Food Processing)	14.81
21110 - Shipping Packer	14.81
21130 - Shipping/Receiving Clerk	14.81
21140 - Store Worker I	9.45
21150 - Stock Clerk	14.43
21210 - Tools And Parts Attendant	14.81
21410 - Warehouse Specialist	14.81
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.81
23021 - Aircraft Mechanic I	23.31
23022 - Aircraft Mechanic II	24.81
23023 - Aircraft Mechanic III	26.28
23040 - Aircraft Mechanic Helper	15.59
23050 - Aircraft, Painter	18.88
23060 - Aircraft Servicer	18.80
23080 - Aircraft Worker	20.33
23110 - Appliance Mechanic	18.53
23120 - Bicycle Repairer	11.41
23125 - Cable Splicer	24.61
23130 - Carpenter, Maintenance	17.55
23140 - Carpet Layer	17.33
23160 - Electrician, Maintenance	19.25
23181 - Electronics Technician Maintenance I	21.43
23182 - Electronics Technician Maintenance II	23.32
23183 - Electronics Technician Maintenance III	25.75
23260 - Fabric Worker	17.63
23290 - Fire Alarm System Mechanic	18.83
23310 - Fire Extinguisher Repairer	14.71
23311 - Fuel Distribution System Mechanic	20.59
23312 - Fuel Distribution System Operator	15.49
23370 - General Maintenance Worker	16.44
23380 - Ground Support Equipment Mechanic	23.31
23381 - Ground Support Equipment Servicer	18.80
23382 - Ground Support Equipment Worker	20.33
23391 - Gunsmith I	14.71
23392 - Gunsmith II	17.40
23393 - Gunsmith III	19.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.01
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.23
23430 - Heavy Equipment Mechanic	19.94
23440 - Heavy Equipment Operator	18.20
23460 - Instrument Mechanic	18.69
23465 - Laboratory/Shelter Mechanic	18.62
23470 - Laborer	11.51
23510 - Locksmith	16.19
23530 - Machinery Maintenance Mechanic	22.48
23550 - Machinist, Maintenance	18.00
23580 - Maintenance Trades Helper	13.11
23591 - Metrology Technician I	18.69
23592 - Metrology Technician II	19.89
23593 - Metrology Technician III	21.08
23640 - Millwright	21.19

23710 - Office Appliance Repairer	17.94
23760 - Painter, Maintenance	17.51
23790 - Pipefitter, Maintenance	20.20
23810 - Plumber, Maintenance	19.23
23820 - Pneudraulic Systems Mechanic	19.85
23850 - Rigger	19.85
23870 - Scale Mechanic	17.40
23890 - Sheet-Metal Worker, Maintenance	18.24
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	23.92
23932 - Telecommunications Mechanic II	25.46
23950 - Telephone Lineman	21.16
23960 - Welder, Combination, Maintenance	18.69
23965 - Well Driller	18.71
23970 - Woodcraft Worker	19.85
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.81
24580 - Child Care Center Clerk	15.33
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	14.45
24630 - Homemaker	17.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.01
25040 - Sewage Plant Operator	20.16
25070 - Stationary Engineer	19.01
25190 - Ventilation Equipment Tender	12.90
25210 - Water Treatment Plant Operator	20.16
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.47
27007 - Baggage Inspector	10.61
27008 - Corrections Officer	25.15
27010 - Court Security Officer	28.50
27030 - Detection Dog Handler	18.11
27040 - Detention Officer	25.15
27070 - Firefighter	26.09
27101 - Guard I	10.61
27102 - Guard II	18.11
27131 - Police Officer I	30.90
27132 - Police Officer II	34.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.37
28042 - Carnival Equipment Repairer	14.74
28043 - Carnival Equipment Worker	9.40
28210 - Gate Attendant/Gate Tender	14.63
28310 - Lifeguard	13.49
28350 - Park Attendant (Aide)	16.39
28510 - Recreation Aide/Health Facility Attendant	11.96
28515 - Recreation Specialist	20.30
28630 - Sports Official	13.04
28690 - Swimming Pool Operator	19.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.76

29020 - Hatch Tender	22.76
29030 - Line Handler	22.76
29041 - Stevedore I	20.86
29042 - Stevedore II	24.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.10
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.74
30021 - Archeological Technician I	15.98
30022 - Archeological Technician II	18.25
30023 - Archeological Technician III	24.98
30030 - Cartographic Technician	25.86
30040 - Civil Engineering Technician	24.73
30061 - Drafter/CAD Operator I	18.66
30062 - Drafter/CAD Operator II	20.89
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.66
30081 - Engineering Technician I	17.93
30082 - Engineering Technician II	21.92
30083 - Engineering Technician III	24.53
30084 - Engineering Technician IV	27.90
30085 - Engineering Technician V	34.13
30086 - Engineering Technician VI	41.29
30090 - Environmental Technician	19.85
30210 - Laboratory Technician	18.62
30240 - Mathematical Technician	25.86
30361 - Paralegal/Legal Assistant I	17.91
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.14
30364 - Paralegal/Legal Assistant IV	32.83
30390 - Photo-Optics Technician	25.86
30461 - Technical Writer I	23.25
30462 - Technical Writer II	28.46
30463 - Technical Writer III	31.36
30491 - Unexploded Ordnance (UXO) Technician I	24.06
30492 - Unexploded Ordnance (UXO) Technician II	29.10
30493 - Unexploded Ordnance (UXO) Technician III	34.89
30494 - Unexploded (UXO) Safety Escort	24.06
30495 - Unexploded (UXO) Sweep Personnel	24.06
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.28
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.86
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.78
31030 - Bus Driver	15.04
31043 - Driver Courier	14.92
31260 - Parking and Lot Attendant	9.46
31290 - Shuttle Bus Driver	16.45
31310 - Taxi Driver	10.67
31361 - Truckdriver, Light	16.45
31362 - Truckdriver, Medium	17.99
31363 - Truckdriver, Heavy	19.54
31364 - Truckdriver, Tractor-Trailer	19.54
99000 - Miscellaneous Occupations	

99030 - Cashier	9.31
99050 - Desk Clerk	10.67
99095 - Embalmer	22.48
99251 - Laboratory Animal Caretaker I	10.75
99252 - Laboratory Animal Caretaker II	11.86
99310 - Mortician	24.52
99410 - Pest Controller	14.45
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	15.31
99711 - Recycling Specialist	19.30
99730 - Refuse Collector	13.33
99810 - Sales Clerk	12.45
99820 - School Crossing Guard	11.80
99830 - Survey Party Chief	18.80
99831 - Surveying Aide	10.24
99832 - Surveying Technician	16.78
99840 - Vending Machine Attendant	12.85
99841 - Vending Machine Repairer	16.68
99842 - Vending Machine Repairer Helper	12.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

## 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

## \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{ Standard Form  
1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. { See Section 4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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



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

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

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

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

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

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

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

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

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—  
GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item

descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## **E.2 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS**

In addition to the price offers, Offerors shall submit the following technical proposal documents per e-mail to Mr. W. Lance Bridger, at [william.bridger@va.gov](mailto:william.bridger@va.gov) not later than the date and time listed in block 8 of the SF 1449. Technically related questions will be accepted **up to 5 days** prior to the close of the solicitation.

The evaluation process shall proceed as follows:

1. Technical Acceptability: The Government's Technical Evaluation Board (TEB) shall evaluate the offeror's technical proposal on a pass/fail basis.
2. Price: Award will be made to the offeror that proposes the lowest price and is determine to be technically acceptable.
3. Past Performance: Offerors are required to demonstrate recent (within the last three years), successful performance under contracts (ongoing or complete) which are similar in scope, magnitude, and complexity to the subject requirement.

(End of Addendum)

## **E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)**

### **1. RELATIVE IMPORTANCE OF TECHICAL EVALUATION AND PRICE FACTORS**

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

1. Technical
2. Price
3. Past Performance

Technical and past performances, when combined, are more important than price.

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

The evaluation process shall proceed as follows:

1. Technical Acceptability: The Government's Technical Evaluation Board (TEB) shall evaluate the offeror's technical proposal on a pass/fail basis.
2. Price: Award will be made to the offeror that proposes the lowest price and is determine to be technically acceptable.
3. Past Performance: Offerors are required to demonstrate recent (within the last three years), successful performance under contracts (ongoing or complete) which are similar in scope, magnitude, and complexity to the subject requirement.

(c) Procedures:

All offerors will be required to prepare and submit their complete proposal submission in accordance with the proposal preparation instructions in Provision 52.212-1 of this request for proposal. Proposals and other information will be evaluated against the evaluation criteria stated in this provision.

(e) Evaluation Factors

**Factor 1 - Technical Capability** of the item offered to meet the Government requirements.

1. Provide applicable state required licenses, certificates, and training of personnel who will be performing on site services.

**Technical Acceptability.** The government technical evaluation team will evaluate the technical proposals on a pass/fail basis, assigning ratings of Acceptable or Unacceptable.

**TECHNICAL ASSESMENT RATINGS**

Rating	Definition
Acceptable	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Unacceptable	Does not meet specified minimum performance or capability requirements necessary for acceptable contract performance without a major rewrite or revision of the proposal.

**Factor 2 - Price**

1. Quotes should be submitted as one line item to include all services requested in PWS. Quotes shall be reflected as a monthly total. Contract will be for 2 month Period of Performance.
2. The government shall rank all technically Acceptable offers by price.
3. The award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.
4. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

**Factor 3 - Past Performance**

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources. The Government will conduct a past performance evaluation based on the past performance of the Offeror (and any sub-contractor) as it relates to the probability of successful performance of the work required by this contract.

Provide complete Past Performance contact for three (3) references which can substantiate that the Offeror has provided similar services for current (or past) Commercial or Government contracts similar in complexity and scope to the PWS, over the last three (3) years.

References should include company's name, location, points of contact information and include valid email addresses, and phone numbers. The references should be very familiar with your company. The

included Past Performance Questionnaire shall be provided to the VA in a timely manner so responses are received by the Government no later than the solicitation closing date and time stated on the SF 1449, Block 8.

*Factor Assessment:* The purpose of the Past Performance evaluation is to assess the degree of confidence the Government will have in an Offeror's ability to provide a very high quality of services that meet customer needs. The Past Performance evaluation will assess how relevant and current the Offeror's contracts on previous efforts of similar size and scope to this acquisition have been rated by their customers. The evaluation will focus on and target performance that is relevant to the principal tasks of the PWS. More recent and relevant performance will have a greater impact on the performance confidence assessment than less recent and/or less relevant effort. Past performance will be rated on an "acceptable" or "unacceptable" basis using the ratings below:

<b>Past Performance Evaluation Ratings</b>	
<b>Rating</b>	<b>Definition</b>
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Past Performance Interviews: The Contracting Officer will attempt to contact each contract reference provided. When the reference does not respond the government may request substitute references. The government may, at its sole discretion, waive the timeliness requirements for late past performance. The government may contact contract references to verify data and conduct interviews.

(End of Provision)

## Past Performance References

<b>1. Name of Contracting Activity, Government Agency, Commercial Firm or other Organization:</b>	
<b>2. Contracting Activity Address:</b>	
<b>3. Contract Number:</b>	<b>4. Date of Contract Award:</b>
<b>5. Beginning Date of Contract:</b>	<b>6. Completion Date of Contract:</b>
<b>7. Contract Value:</b>	<b>8. Type of Contract:</b>
<b>9a. Technical Point of Contact:</b> <b>Name:</b> <b>Title:</b> <b>Address:</b> <b>Telephone:</b> <b>Email:</b>	<b>9b. Contracting Point of Contact:</b> <b>Name:</b> <b>Title:</b> <b>Address:</b> <b>Telephone:</b> <b>Email:</b>
<b>10. Place of Performance:</b>	
<b>11. Description of Work (Use a continuation sheet if necessary):</b>	
<b>12. list any commendations or awards received:</b>	
<b>13. list of Major Subcontractors:</b>	

(End of Provision)

## **E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2013)**

An 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 (o) 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.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

"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 .

(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, for general statistical purposes, 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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small

*Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(11) *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)(11)(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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—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 Act—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 Act—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 Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.


[List as necessary]

(3) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Buy American Act—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 Act—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 Act. 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

(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 Act.* (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 Act 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(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](mailto: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.

(End of Provision)

#### **E.5 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.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

End of Provision)

#### **E.7 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:

Richard A. Skinner

Hand-Carried Address:

Department of Veterans Affairs  
Miami VA Healthcare System  
1201 NW 16th Street  
Miami FL 33125

Mailing Address:

Department of Veterans Affairs  
Miami VA Healthcare System  
1201 NW 16th Street  
Miami FL 33125



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

(End of Provision)

## **E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

- (a) Any protest filed by an interested party shall:
- (1) Include the name, address, fax number, and telephone number of the protester;
  - (2) Identify the solicitation and/or contract number;
  - (3) Include an original signed by the protester or the protester's representative and at least one copy;
  - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
  - (5) Specifically request a ruling of the individual upon whom the protest is served;
  - (6) State the form of relief requested; and
  - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(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

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
(End of Addendum to 52.212-1)		