

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

1. REQUISITION NO. PAGE 1 OF 86

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA241-16-R-0141	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME ANNA NORCROSS	b. TELEPHONE NO. (No Collect Calls) 401-273-7100 X1564	8. OFFER DUE DATE/LOCAL TIME 04-01-2016 12 NOON EST
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9. ISSUED BY Department of Veterans Affairs Network Contract Office 1 (NCO1) Uncas Building, 3rd Floor 623 Atwells Avenue Providence RI 02909	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <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
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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
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14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	15. DELIVER TO Department of Veterans Affairs VAMC Providence 215 North Main Street 830 Chalkstone Avenue Providence RI 02908	16. ADMINISTERED BY Department of Veterans Affairs VAMC Providence Contracting Officer (90c) 830 Chalkstone Avenue Providence RI 02908
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18a. PAYMENT WILL BE MADE BY All Invoices from the Contractor shall be submitted electronically as per VAAR Clause 852.232-72 Electronic Submission of Payment Request <a href="http://www.fsc.va.gov/einvoice.asp">http://www.fsc.va.gov/einvoice.asp</a> PHONE: 877-353-9791 FAX:
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18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a Non Personal Service for Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance transport services for locations in Providence and Middletown, Rhode Island and New Bedford and Hyannis, Massachusetts.</p> <p>The Government intends to award a Firm Fixed-Price Indefinite Delivery, Indefinite-Quantity (IDIQ) contract for one (1) base year and four (4) possible option years to be exercised at the discretion of the Government.</p> <p>Please review the solicitation in its entirety for specific submission requirements and instructions.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
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<input 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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:
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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) LORRIE BAINES	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED   
 INSPECTED   
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS**

**B.1 CONTRACT ADMINISTRATION DATA**

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

- 1. Contract Administration: All contract administration matters will be handled by the following individuals:
- 2.
  - a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00241 ANNA NORCROSS  
 Department of Veterans Affairs  
 Network Contract Office 1 (NCO1)  
 Uncas Building, 3rd Floor  
 623 Atwells Avenue  
 Providence RI 02909

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

- 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other  Upon receipt of standard invoice after services rendered.

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. All Invoices from the Contractor shall be submitted electronically as per VAAR Clause 852.232-72 Electronic Submission of Payment Request (<http://www.fsc.va.gov/einvoice.asp>)

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

AMENDMENT NO	DATE

## **B.2 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.

## **B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

**B.4 PRICE/COST SCHEDULE****ITEM INFORMATION**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICE</b>	<b>ESTIMATED QUANTITY PER YEAR</b>	<b>UNIT</b>	<b>BASE YEAR UNIT PRICE</b>	<b>BASE YEAR AMOUNT</b>
<b>0001</b>	ALS (Advanced Life Support) Ambulance Service Trip	700	EA		
<b>0002</b>	BLS (Basic Life Support) Ambulance Service Trip	650	EA		
<b>0003</b>	ALS Additional miles for trips over 25 miles	27,200	MILES		
<b>0004</b>	BLS Additional miles for trips over 25 miles	20,200	MILES		
<b>0005</b>	Oxygen	500	EA		
<b>0006</b>	Additional Attendant	5	EA		
				<b>TOTAL \$</b>	

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICE</b>	<b>ESTIMATED QUANTITY PER YEAR</b>	<b>UNIT</b>	<b>OPTION YEAR ONE UNIT PRICE</b>	<b>OPTION YEAR ONE AMOUNT</b>
<b>1001</b>	ALS (Advanced Life Support) Ambulance Service Trip	700	EA		
<b>1002</b>	BLS (Basic Life Support) Ambulance Service Trip	650	EA		
<b>1003</b>	ALS Additional miles for trips over 25 miles	27,200	MILES		
<b>1004</b>	BLS Additional miles for trips over 25 miles	20,200	MILES		
<b>1005</b>	Oxygen	500	EA		
<b>1006</b>	Additional Attendant	5	EA		
				<b>TOTAL \$</b>	

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	ESTIMATED QUANTITY PER YEAR	UNIT	OPTION YEAR TWO UNIT PRICE	OPTION YEAR TWO AMOUNT
2001	ALS (Advanced Life Support) Ambulance Service Trip	700	EA		
2002	BLS (Basic Life Support) Ambulance Service Trip	650	EA		
2003	ALS Additional miles for trips over 25 miles	27,200	MILES		
2004	BLS Additional miles for trips over 25 miles	20,200	MILES		
2005	Oxygen	500	EA		
2006	Additional Attendant	5	EA		
				<b>TOTAL \$</b>	

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	ESTIMATED QUANTITY PER YEAR	UNIT	OPTION YEAR THREE UNIT PRICE	OPTION YEAR THREE AMOUNT
3001	ALS (Advanced Life Support) Ambulance Service Trip	700	EA		
3002	BLS (Basic Life Support) Ambulance Service Trip	650	EA		
3003	ALS Additional miles for trips over 25 miles	27,200	MILES		
3004	BLS Additional miles for trips over 25 miles	20,200	MILES		
3005	Oxygen	500	EA		
3006	Additional Attendant	5	EA		
				<b>TOTAL \$</b>	

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	ESTIMATED QUANTITY PER YEAR	UNIT	OPTION YEAR FOUR UNIT PRICE	OPTION YEAR FOUR AMOUNT
4001	ALS (Advanced Life Support) Ambulance Service Trip	700	EA		
4002	BLS (Basic Life Support) Ambulance Service Trip	650	EA		
4003	ALS Additional miles for trips over 25 miles	27,200	MILES		
4004	BLS Additional miles for trips over 25 miles	20,200	MILES		
4005	Oxygen	500	EA		
4006	Additional Attendant	5	EA		
				<b>TOTAL \$</b>	

Period	Grand Total
Base Year	\$
Option Year 1	\$
Option Year 2	\$
Option Year 3	\$
Option Year 4	\$
<b>GRAND TOTAL</b>	\$

## **B.5 STATEMENT AND SCOPE OF WORK**

Contractor shall provide **Advanced Life Support (ALS) and Basic Life Support (BLS) Ambulance** service to eligible veterans for THE Providence VA Medical Center and Primary Care Centers listed below.

### **VA MEDICAL FACILITIES:**

Upon request, the following facilities will require transportation for eligible veterans for travel from his/her place of origin to authorized locations.

VA Medical Center  
830 Chalkstone Avenue  
Providence, RI 02908

VA Primary Care Center  
175 Elm Street  
New Bedford, MA 02740

VA Primary Care Center  
145 Falmouth Road  
Hyannis, MA 02540

VA Primary Care Center  
One Corporate Place  
Middletown, RI 02840

All other VA locations associated with the Providence VA Medical Center may be added as needed and considered within scope.

### **SERVICES:**

Contractor shall provide ***ALS/BLS Ambulance*** service twenty-four (24) hours per day, seven (7) days per week, including all holidays to eligible veterans of the above facilities.

Contractor shall transport veterans' personal belongings of reasonable weight. When transporting patient(s) leaving the 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 (e.g. walkers, shower chairs, wheelchairs, suitcases and portable television sets) at no additional cost to the VA. 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.

Contractor shall furnish all necessary linen.

Contractor shall provide as many ***ALS/BLS*** ambulances as necessary to furnish timely services. However, in no instance will the Contractor be required to furnish more than four (4) at one time.

### **ORDERS:**

Service requests will be requested by the contract COR or his/her designee (travel office representative) by telephone, fax, or other written means. A listing of authorized personnel will be provided to the contractor upon contract award. Within the request for transportation services the following information will be provided as a minimum:

Patient's first and last name  
Pick up location  
Destination location  
Time of pick up  
Any necessary medical information  
Any special instructions

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 directions to drivers prior to arrival at the pickup location.**

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 Medical Administrative Specialist (MAA) if after hours.

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.***

#### **PATIENT CONDITION UPON ARRIVAL:**

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 Transportation Assistant or Medical Administrative Specialist (MAA) for further instruction.

#### **RESPONSE TIME:**

The Contractor shall respond to VA requests for **ALS/BLS Ambulance** service by arriving at the veteran's place of origin within thirty (30) minutes from time of the VA request.

If the Contractor fails to meet the above response times, the VA reserves the right to obtain the services from another ambulance provider and charge the Contractor with any excess cost which may result from non-response. The VA will be the sole judge in determining when to order service from another source.

If the contractor fails to respond in time for a veteran's appointment at the VA, resulting in the loss of that appointment, there shall be no charge to the Government.

#### **WAITING TIME:**

For time lost waiting at either end or both ends of an ALS/BLS trip, not caused by the Contractor, reimbursement shall be made after the first thirty (30) minutes. Reimbursement shall accumulate and be paid at the lowest ambulance rate listed in the contract for each quarter hour or fraction thereof for that trip from the time the Contractor reports to pick-up the designated veteran. If the pickup is other than VA Facilities, Contractor will call VA Travel Unit or Medical Administration Service on duty as soon as a delay is anticipated for authorization for reimbursement.

#### **MONITORING PROCEDURES:**

VA Medical Center will establish monitoring procedures by documenting all requests for **ALS/BLS** service. These monitoring procedures will ensure that the services called for under the contract have been received by the VA. The VA Chief, Patient Services, or designee will be responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance, as evidenced by the monitoring procedures, shall be forwarded immediately to the Contracting Officer. These monitoring procedures will be the mechanism for certifying invoices for payments.

**INCIDENT/ACCIDENT REPORTING:**

The contractor or his employee must report incidents or accidents immediately to the VAMC COR or his/her designee (travel office). If this happens after business hours, the contractor can notify the VA police at **401 273-7100 X4999**. In all cases patient safety is of first priority, as soon as the patient is stable or at their destination, then the VA must be notified. In all cases the emergency room physician must be informed of the patient incident for the patient to be checked out for injuries. A written report must be submitted to the travel office by the next business work day no later than 11:00am. Contractor must also submit written corrective action to eliminate any future incidents of the same type within two weeks after the incident.

**CONTRACTOR EMPLOYEES:**

All contractor employees must wear some type of Ambulance identification at all times while working under this contract. Professional behavior is required of all contractor employees. Any contractor employee who does not meet current training qualifications, or who violates Federal or state laws (RI, MA), or who are a potential threat to safety, health, security of the VA patient or VA population will be restricted from access to the VAMC. This restriction will not relieve the contractor from contract performance compliance as specified within the terms and conditions of this contract.

**EMERGENCY MEDICAL TECHNICIANS:**

Emergency medical technicians (as required on all ALS Ambulances) shall have completed training in accordance with the standards published with a minimum of 81 hours or equivalent training including an in-hospital-training period. Such training shall be accepted and consistent with the requirements for local EMS systems supported by DHHS under Public Law 93-154 39 Federal Regulation 24, 304 (1974).

All emergency medical technicians shall be currently certified and/or licensed by local, State and regional authorities as required by law in the area in which service is performed. EMT's shall be enrolled periodically in "refresher" continuing education and/or advanced training programs, as required by state and local laws. After contract award, Contractor must furnish Contracting Officer with a list of names and EMT numbers of those individuals who will be providing services under this contract.

Rhode Island Rules and Regulations Relating to Emergency Medical Services; R23-4.1-EMS  
<http://sos.ri.gov/documents/archives/regdocs/released/pdf/DOH/7073.pdf>

Massachusetts State Rules and Regulations for Emergency Medical Services System; 105 CMR 170.000  
<http://www.mass.gov/eohhs/docs/dph/regs/105cmr170.pdf>

**VEHICLES:**

The ambulances used under the terms of this contract shall be licensed and meet the minimum requirements governing emergency vehicles. Licensure must be maintained in current status throughout the term of the contract and a copy of updates provided accordingly.

The contractor must 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.

- A. Every ambulance operated must 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.
  - 1. BLS vehicles are required to have at a minimum an emergency technician (EMT) attending the patient and a driver meeting minimum ambulance driver requirements.

2. ALS vehicles are required to have at a minimum a paramedic attending the patient and an EMT, meeting requirements as a driver.
- B. Vehicles and equipment used in the performance of this contract must be clean, orderly, and in excellent operating condition at all times, and records of maintenance/preventive maintenance must be made available for inspection upon request.
  - C. All vehicles shall be smoke free and have "No Smoking" signage posted.
  - D. The contractor shall notify the contracting officer of any vehicle and equipment added/changed/deleted after award of contract.
  - E. The Department of Veteran Affairs reserves the right to thoroughly inspect contractor vehicles prior to award and at any time during performance of any awarded contract. Mechanical defects noted at the time of inspection must be corrected and the ambulance (s) re-inspected prior to use under the contract.

**VEHICLE INSPECTION REPORT:**

ALS/BLS ambulances operating under this contract must meet state inspection requirements. Prior to the awarding of a contract, the Contractor shall furnish the Contracting Officer with a copy of the State vehicle inspection report for each ALS/BLS ambulance.

**STATE AMBULANCE LICENSURE:**

Contractor must have a current ambulance service license issued by Rhode Island Department of Health, Division of Emergency Medical Service and/or by Commonwealth of Massachusetts, Office of Emergency Medical Service, or by any other state to operate *Ambulance* service in states that they are picking- up patients.

**QUALITY ASSURANCE PROGRAM:**

Contractor must have a written Quality Assurance Program to include continuous monitoring of the care provided to VA patients, in-service training and to insure all vehicles, personnel and emergency equipment conforms to the rules and regulations relating to emergency medical service.

**TRAINING:**

Emergency Medical Technicians providing emergency services on this contract must meet the following training requirements:

1. Have completed training in accordance with the standard published by the US Department of Health and Human Services (PL 93-154). EMTs must also meet ongoing recertification requirement standards determined by the State of Rhode Island and Commonwealth of Massachusetts.
2. Evidence of the "equivalent" training program successfully completed by the EMT must be submitted to the contracting officer, immediately upon request.
3. The EMT 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. Current and updated certifications of EMTs providing service under this contract must be submitted to the contracting officer.

Paramedics providing emergency services on this contract must have the following qualifications:

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.
2. Must possess EMT – P Card.
3. Evidence of the "equivalent" training program successfully completed by the Paramedic with a copy State of Rhode Island and/or Massachusetts Certification Certificate must be submitted to the contracting officer or COR.

Drivers: 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.

1. Attendant/driver must have successfully completed standard and advanced first aid courses including use of cardiopulmonary resuscitation techniques (CPR) of the American Red Cross, U.S. Bureau of Mines, or equivalent; be able to safely use all associated equipment, such as wheelchair lifts, and fire extinguishers; and 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 must be available upon request.
2. All contractor employees must be enrolled periodically in “refresher” continuing education or advanced training programs as approved and required by the State of Rhode Island, Department of Health, Division of Emergency Medical Service and/or by Commonwealth of Massachusetts, Office of Emergency Medical Service. Such refresher training shall be submitted to the contracting officer upon request for verification of compliance. In no instance may this continuing education training be less frequent than every two years.

### **SECURITY:**

In accordance VHA Directive 6500.6 all ambulance employees will have to be compliant with SAC (Special Agency Check). SAC is electronic fingerprinting. **This must be done prior to any employee starting work under this contract.** Each employee will be required to fill out the request form for electronic fingerprinting. This form is 3 pages in length which includes a privacy act statement and an authorization for information disclosure. Once the form is filled out and submitted to the contracting office a brief amount of time for processing the paperwork will be needed then the company or individuals will be able to schedule their 10-15 minute fingerprinting session. Fingerprinting will be done at the VAMC/HR office. After fingerprinting is completed and adjudicated the ambulance employee may start work.

The C&A requirements do not apply and a Security Accreditation Package is not required.

### **PATIENT WELFARE AND ABUSE:**

The contractor will be held responsible for the patient, their property, and/or government property during ambulance transportation. Any property damage or loss of property will be replaced by the contractor at the contractor's expense. All patients of the VA are to be treated with relevant care in relation to their current health condition. Patient abuse will not be tolerated. Any substantiated patient abuse will result in automatic termination of the responsible ambulance employee(s).

**JCAHO STANDARDS:**

The Contractor must perform the required work in accordance with The Joint Commission standards. A copy of these standards may be obtained from the Joint Commission on Accreditation of Healthcare Organizations, One Renaissance Boulevard, Oakbrook Terrace, IL 60181. Contractor is required to verify compliance by signing the VA Business Associate Agreement and its Addendum.

**COMPLIANCE PAPERWORK:**

Upon any changes/renewal in vehicle, personnel training, licensing, insurance etc... the contractor is responsible to ensure the VA contracting office receives copies of the updated paperwork.

**INFECTION CONTROL REQUIREMENTS:**

**Health Tests:** Contractor must submit proof of the following with their quote. All tests must be current within the past year.

1. Tuberculosis Test. Any past positive results will need a negative chest Xray results prior to starting work. PPD results needed to be submitted to the VA contracting office on an annual basis.
2. Hepatitis B Vaccination. Contractor must provide documentation of ambulance employees who have received hepatitis B vaccination series and those ambulance employees who decline to receive the series.

The contractor shall delay using drivers and/or attendants who have the cold, flu, chickenpox, measles, or have been around someone who is sick on trips until well or no longer symptomatic. If any ambulance employee has suffered from a communicable disease and has been cleared to return to work, a copy of the clearance documentation must be submitted to the VA contracting office prior to the ambulance employee starting work for this contract.

**TEXTING/CELL PHONES/ELECTRONIC DEVICES:**

Contract employees shall not text or talk on an electronic device/cell phone while interacting with a patient or driving.

**NUMBER OF PATIENTS:**

It is understood and agreed that only one (1) patient will be transported on a trip unless specifically authorized by the VA. If more than one (1) patient is authorized by the VAMC ordering official and is transported on a trip, reimbursement will be made at the rate not exceeding the cost of transporting a single patient. However, when travel beyond the local mileage limits is involved, the longest distance over which a patient is transported may be claimed when more than one patient is transported in a single ambulance concurrently. Contractor must ensure that the pick-ups and drop-offs are scheduled so that the total distance traveled shall result in the most economical charge to the government

**DRY RUNS:**

For the purposes of this contract, **dry runs** are defined as trips made by the Contractor when the VA beneficiary is not available for pickup.

The Contractor will be reimbursed one way at the full contract amount for dry runs. This charge will not be allowed if the trip is canceled by authorized VA personnel within one (1) hour before the scheduled pickup time.

**USE OF SUB CONTRACTORS:**

The contractor is free to subcontract service in order to satisfy the VA's requirements.

1. All companies utilized as subcontractors are subject to approval of the VA and must meet all requirements of this contract.
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.
3. The contractor shall be responsible for all subcontracting services provided under this contract.
4. Subcontractor's invoices shall not be submitted directly to the VA, but rather shall be incorporated as part of the prime contractor's regular monthly invoicing.

**TRIP DOCUMENTATION:**

The contractor shall document each transport with an appropriate document that specifies the date, patient name and identification #, 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).

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

**CANCELLATION:**

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.

The contractor shall not charge the VA a cancellation fee when cancellations are made prior to the ALS/BLS vehicle embarking upon the dispatch.

**NON-PICK UP OF PATIENT:**

When ambulance service under the terms of this contract involves a trip to or from a VA 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.

The VA 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 VA when such changes occur.

**ESCORT:**

Subject to limitations of current regulations, the VA reserves the right to have an escort, such as a relative, or care provider of beneficiary or VA staff accompany beneficiary when the VA 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 VA will also be the final judge in determining when an escort is required. There shall be no additional charge to the VA

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.

**INVOICE PROCEDURES:**

The contractor shall use an itemized billing format, with the resources furnished when submitting ambulance service invoices.

Invoices shall be submitted to by mail no later than ten (10) calendar days following the end of the month of services and are to include all contract services furnished for the preceding month. Invoices shall specify the patient name, date of service, pick-up and delivery point, VA trip authorization number, and an itemized list of charges allowed under the contract.

The VA will review and reconcile invoices with trip tickets and travel logs. Unauthorized charges will be suspended pending investigation. Unauthorized charges are those that are being disputed or have not been pre-approved by authorized VA personnel, and that are not allowable under the contract. A final determination will be made, within 30-days, after notifying the contractor of charges being suspended. However, if an item or service is required on a trip that is not specifically listed in the pricing section of this contract, the contractor shall not withhold use of that item or service on that particular trip, and the pricing for that item/service will be negotiated afterwards.

**INSPECTIONS:**

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

**INCIDENT/ACCIDENT REPORT:**

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 MAA after normal business hours (4:30pm-8:00am) within 24 hours of the event.

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

The contractor must prepare and submit a detailed incident report with all information necessary to conduct a full review (date, time, patient, place of pick, 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, Providence VA Medical Center.

**PATIENT RIGHTS:**

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 VA 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.

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.

**SAFETY REQUIREMENTS:**

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.

**INFECTION CONTROL:**

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.

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

**DISPOSAL OF HAZARDOUS WASTE:**

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 onsite at VA Medical Center. The contractor shall not dispose of any bio-hazardous materials at any location on the premises except as specified by the contracting officer.

**MISCELLANEOUS:**

Contractor employees shall conduct themselves in a professional manner at all times while on VA premises.

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.

**CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP):**

The contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. This QCP shall be forwarded to the Contracting Officer, along with the requested initial quote. The CO will review the QCP and list any deficiencies and return to the Contractor for response, if necessary. The contractor's QCP shall include the following at a minimum:

1. ***An inspection plan covering all services required by this contract.*** The inspection plan must specify the type of inspections (i.e. scheduled, unscheduled), areas for inspection, frequency of inspections and documentation of inspections, and who will conduct the inspections, with his or her title specified.
2. ***On-site records of all inspections conducted by the Contractor.*** The inspection records must note findings and necessary corrective action taken, the timeframe, and follow-up responsibility/issues. The VA reserves the right to request copies of any and/or each inspection.
3. ***Internal procedures for updating medical service protocols.*** The contractor must 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.

4. ***Methods for identifying and preventing deficiencies.*** The contractor must 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 must be identified with levels of responsibility associated, noting intermediate supervisory responsibility and overall management responsibility for ensuring total acceptable performance.
5. ***On-site competency records of each employee.*** The contractor must 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.
6. ***A log or trip ticket to account for all requests for service.*** The contractor must 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 should be completed for ongoing monitoring of customer comments.
7. ***On site records for tracking of customer complaints and actions take.*** 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.
8. ***Drug Testing Policy.*** The contractor shall have internal policies and procedures for addressing drug and alcohol abuse:

**SERVICE PERFORMANCE SUMMARY:** The service requirements are summarized into performance objectives that relate directly by mission essential items. The Performance threshold briefly describes the minimum acceptable levels of service required for each Objective. These thresholds are critical to Contractor's success.

<b>Task</b>	<b>Standard</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>	<b>Incentive</b>
Contractor personnel maintain all qualifications for the State of Rhode Island for required services	All licenses are maintained	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Equipment shall be maintained and contain appropriate supplies and equipment	Vehicles are maintained and stocked	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Timely Pick-Up of Veterans and adherence to schedules	Timely Progress	95%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Successful coordination and logistics management of the van fleet	No Shortage of vehicles during peak hours	95%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Compliance with State Health Services Regulations	Complete Compliance	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Safety	No Major Accidents or Injuries	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options

## **CONTRACT DEFINITIONS AND ACRONYMS:**

### **Advanced Life Support (ALS)**

ALS shall be provided by ambulance vehicles containing at a minimum an on-board EMT-P, cardiac monitoring, Advanced Cardiac Life Support (ACLS) drugs and procedures, advanced airway management and medication monitoring and administration. Ambulances for ALS services shall be staffed, certified and licensed in accordance with current laws and regulations governing the certification and licensure of private ambulances by the respective states of service, and all ALS services shall be in accordance with current laws and regulations by the respective states of service.

### **Administrative Officer of the Day (AOD)**

VA official that works in the admissions area during evenings, and monitors hospital activities during other than normal working hours. This person acts as hospital administrator during off-hours.

### **Base Rate**

The Base Rate shall constitute full compensation for one-way trips which do not exceed the "Mileage Threshold" as shown in Section B for the VAMC.

### **Basic Life Support (BLS)**

BLS is defined as services required for non-critical patient care in which patient requires an ambulance, which has been staffed, certified, and licensed in accordance with current laws and regulations governing the certification and licensure of private ambulances by the respective states of service, and all BLS services shall be in accordance with current laws and regulations by the respective states of service. The ambulance at a minimum shall be staffed with a vehicle operator and an Emergency Medical Technician (EMT) - Basic Ambulance, and with basic airway management and IV's at KVO (keep vein open) without additives.

### **Beneficiary**

Veterans and other members determined to be eligible for benefits by the VA.

### **Contracting Officer (CO)**

VA official with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.

### **Contracting Officer's Representative (COR)**

VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract. All administrative functions remain with the Contracting Officer.

### **Contractor**

The term "Contractor" as used herein refers to both the prime Contractor and his/her employees, and any subcontractors and their employees. The Contractor shall be responsible for assuring

### **Critical Care (Specialty Care Transport) (CCT)**

CCT is defined as services required for critically ill patient care in which patient requires an ambulance, which has been staffed, certified, and licensed in accordance with current laws and regulations governing the certification and licensure of private ambulances by the respective states of service, and all CCT services shall be in accordance with current laws and regulations by the respective states of service. The ambulance at a minimum shall be staffed with a vehicle operator and an Advanced Emergency Medical Technician (AEMT) - Basic Ambulance, and with advanced life support airway-endotracheal intubation; magill forceps for foreign body airway obstruction; drug and medication administration as approved by the Board and as allowed by Maine EMS protocol; and other techniques and practices approved and published by the Board.

**Gender**

For the purpose of equal rights, wherever the masculine gender is used in this solicitation, and the resulting contract, it shall be considered to include both masculine and feminine gender.

**Joint Commission**

A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.

**Loaded Mile**

Mileage incurred with the patient actually on board the vehicle from the point of pickup to destination.

**Mileage Rate**

Mileage rate for ambulance services is the rate paid for each mile traveled beyond the specified Mileage Threshold for the Togus VAMC. This rate applies to one-way transportation only. In no event shall the Contractor receive this rate for miles traveled within the specified Mileage Threshold.

**No-Patient Charge**

Fee allowed to Contractor for scheduled pick-ups for which due to circumstances beyond the contractor's control, the patient is unavailable for transport.

**Quality Assurance**

Those actions taken by the Government to assure services meet the requirements of this contract.

**Quality Assurance Evaluator(s)**

Government personnel responsible for surveillance of Contractor performance.

**Quality Assurance Surveillance Plan**

An organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor's continuous performance.

**Quality Control**

Those actions taken by the Contractor to control the production of goods or services so they will meet the requirements of a contract.

**VAMC**

Acronym for Department of Veterans Affairs Medical Center.

**Vehicle(s)**

The term "vehicle(s)" as used in this contract refers to all modes of transportation provided under the requirements of this contract, unless a specific mode of transportation is identified.

**Waiting Grace Period**

The waiting grace period is defined as fifteen (15) minutes prior to the time waiting charges commence. The base rate for ambulance shall include a fifteen (15) minute waiting grace period at origin and destination.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at 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 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 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. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *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.

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

(End of Clause)

#### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL 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 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

### **C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 01, 2016, through March 31, 2017.

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

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

(End of Clause)

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

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

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

(1) Any order for a single item in excess of six (6) trips;

(2) Any order for a combination of items in excess of one-thousand and three-hundred and fifty (1,350); or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2017.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

#### **C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond March 31, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond March 31, 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **C.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

### **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 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	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

### **C.11 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.12 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **C.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States

Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **C.14 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \* \_\_\_\_\_. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

\* Amounts are listed below:

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

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

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

\* Amounts from paragraph (a) above:

- General Liability: \$500,000.00 per occurrences
- Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage

(End of Clause)

### **C.15 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 Rhode Island and Massachusetts. 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.16 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)

(End of Addendum to 52.212-4)

## **C.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

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

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

(iv) Alternate III (OCT 2015) of 52.219-9.

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

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

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

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

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

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

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

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

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

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

(29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

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

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

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

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

(ii) Alternate I (OCT 2015) of 52.223-13.

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

(ii) Alternate I (JUN 2014) of 52.223-14.

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

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

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

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

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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

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

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

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

(End of Clause)



01113 - General Clerk III	16.35
01120 - Housing Referral Assistant	20.41
01141 - Messenger Courier	14.41
01191 - Order Clerk I	13.44
01192 - Order Clerk II	14.67
01261 - Personnel Assistant (Employment) I	15.90
01262 - Personnel Assistant (Employment) II	17.79
01263 - Personnel Assistant (Employment) III	21.91
01270 - Production Control Clerk	19.90
01280 - Receptionist	14.29
01290 - Rental Clerk	15.65
01300 - Scheduler, Maintenance	16.36
01311 - Secretary I	16.36
01312 - Secretary II	18.30
01313 - Secretary III	20.41
01320 - Service Order Dispatcher	17.26
01410 - Supply Technician	23.60
01420 - Survey Worker	17.78
01531 - Travel Clerk I	12.75
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.21
01611 - Word Processor I	14.59
01612 - Word Processor II	16.54
01613 - Word Processor III	18.56
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.87
05010 - Automotive Electrician	18.24
05040 - Automotive Glass Installer	16.97
05070 - Automotive Worker	16.97
05110 - Mobile Equipment Servicer	15.73
05130 - Motor Equipment Metal Mechanic	18.37
05160 - Motor Equipment Metal Worker	17.04
05190 - Motor Vehicle Mechanic	18.37
05220 - Motor Vehicle Mechanic Helper	15.02
05250 - Motor Vehicle Upholstery Worker	17.49
05280 - Motor Vehicle Wrecker	17.04
05310 - Painter, Automotive	17.71
05340 - Radiator Repair Specialist	17.04
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	18.37
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.77
07041 - Cook I	14.52
07042 - Cook II	16.62
07070 - Dishwasher	10.29
07130 - Food Service Worker	9.85
07210 - Meat Cutter	17.38
07260 - Waiter/Waitress	9.64
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.11
09040 - Furniture Handler	12.42
09080 - Furniture Refinisher	14.76
09090 - Furniture Refinisher Helper	12.51
09110 - Furniture Repairer, Minor	13.66
09130 - Upholsterer	15.52
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.13
11060 - Elevator Operator	13.74
11090 - Gardener	15.09
11122 - Housekeeping Aide	14.04

11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	12.94
11240 - Maid or Houseman	11.74
11260 - Pruner	11.84
11270 - Tractor Operator	15.12
11330 - Trail Maintenance Worker	12.94
11360 - Window Cleaner	14.04
12000 - Health Occupations	
12010 - Ambulance Driver	17.01
12011 - Breath Alcohol Technician	20.65
12012 - Certified Occupational Therapist Assistant	22.10
12015 - Certified Physical Therapist Assistant	23.71
12020 - Dental Assistant	16.70
12025 - Dental Hygienist	32.76
12030 - EKG Technician	24.98
12035 - Electroneurodiagnostic Technologist	24.98
12040 - Emergency Medical Technician	17.01
12071 - Licensed Practical Nurse I	20.04
12072 - Licensed Practical Nurse II	22.41
12073 - Licensed Practical Nurse III	25.00
12100 - Medical Assistant	14.57
12130 - Medical Laboratory Technician	22.41
12160 - Medical Record Clerk	15.71
12190 - Medical Record Technician	17.48
12195 - Medical Transcriptionist	17.27
12210 - Nuclear Medicine Technologist	36.48
12221 - Nursing Assistant I	11.24
12222 - Nursing Assistant II	12.64
12223 - Nursing Assistant III	13.79
12224 - Nursing Assistant IV	15.47
12235 - Optical Dispenser	20.48
12236 - Optical Technician	13.33
12250 - Pharmacy Technician	14.53
12280 - Phlebotomist	15.47
12305 - Radiologic Technologist	29.51
12311 - Registered Nurse I	29.78
12312 - Registered Nurse II	34.81
12313 - Registered Nurse II, Specialist	34.81
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III, Anesthetist	40.02
12316 - Registered Nurse IV	47.94
12317 - Scheduler (Drug and Alcohol Testing)	24.64
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.97
13012 - Exhibits Specialist II	24.75
13013 - Exhibits Specialist III	30.28
13041 - Illustrator I	19.97
13042 - Illustrator II	24.74
13043 - Illustrator III	30.28
13047 - Librarian	27.56
13050 - Library Aide/Clerk	11.84
13054 - Library Information Technology Systems Administrator	24.88
13058 - Library Technician	15.84
13061 - Media Specialist I	17.85
13062 - Media Specialist II	19.97
13063 - Media Specialist III	22.27
13071 - Photographer I	16.99
13072 - Photographer II	19.00
13073 - Photographer III	23.78

13074 - Photographer IV	28.78
13075 - Photographer V	33.72
13110 - Video Teleconference Technician	17.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.88
14042 - Computer Operator II	17.76
14043 - Computer Operator III	19.81
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.70
14071 - Computer Programmer I (see 1)	21.65
14072 - Computer Programmer II (see 1)	24.90
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	15.88
14160 - Personal Computer Support Technician	25.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.37
15020 - Aircrew Training Devices Instructor (Rated)	35.01
15030 - Air Crew Training Devices Instructor (Pilot)	41.96
15050 - Computer Based Training Specialist / Instructor	29.37
15060 - Educational Technologist	28.32
15070 - Flight Instructor (Pilot)	41.96
15080 - Graphic Artist	23.45
15090 - Technical Instructor	22.50
15095 - Technical Instructor/Course Developer	27.52
15110 - Test Proctor	18.15
15120 - Tutor	18.15
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.26
16030 - Counter Attendant	10.26
16040 - Dry Cleaner	12.43
16070 - Finisher, Flatwork, Machine	10.26
16090 - Presser, Hand	10.26
16110 - Presser, Machine, Drycleaning	10.26
16130 - Presser, Machine, Shirts	10.26
16160 - Presser, Machine, Wearing Apparel, Laundry	10.26
16190 - Sewing Machine Operator	13.16
16220 - Tailor	13.93
16250 - Washer, Machine	10.83
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.05
19040 - Tool And Die Maker	22.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.57
21030 - Material Coordinator	19.90
21040 - Material Expediter	19.90
21050 - Material Handling Laborer	13.55
21071 - Order Filler	12.87
21080 - Production Line Worker (Food Processing)	17.57
21110 - Shipping Packer	13.91
21130 - Shipping/Receiving Clerk	13.91
21140 - Store Worker I	12.17
21150 - Stock Clerk	15.88
21210 - Tools And Parts Attendant	17.57
21410 - Warehouse Specialist	17.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.13

23021 - Aircraft Mechanic I	22.98
23022 - Aircraft Mechanic II	24.13
23023 - Aircraft Mechanic III	25.33
23040 - Aircraft Mechanic Helper	18.50
23050 - Aircraft, Painter	21.66
23060 - Aircraft Servicer	20.28
23080 - Aircraft Worker	21.19
23110 - Appliance Mechanic	20.86
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	27.32
23130 - Carpenter, Maintenance	22.85
23140 - Carpet Layer	20.82
23160 - Electrician, Maintenance	25.28
23181 - Electronics Technician Maintenance I	24.89
23182 - Electronics Technician Maintenance II	25.93
23183 - Electronics Technician Maintenance III	27.00
23260 - Fabric Worker	17.45
23290 - Fire Alarm System Mechanic	20.53
23310 - Fire Extinguisher Repairer	19.51
23311 - Fuel Distribution System Mechanic	23.18
23312 - Fuel Distribution System Operator	19.61
23370 - General Maintenance Worker	18.76
23380 - Ground Support Equipment Mechanic	22.98
23381 - Ground Support Equipment Servicer	20.28
23382 - Ground Support Equipment Worker	21.19
23391 - Gunsmith I	19.51
23392 - Gunsmith II	21.27
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.13
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	24.00
23430 - Heavy Equipment Mechanic	21.73
23440 - Heavy Equipment Operator	28.39
23460 - Instrument Mechanic	23.07
23465 - Laboratory/Shelter Mechanic	22.16
23470 - Laborer	13.76
23510 - Locksmith	19.69
23530 - Machinery Maintenance Mechanic	20.23
23550 - Machinist, Maintenance	19.39
23580 - Maintenance Trades Helper	12.23
23591 - Metrology Technician I	23.07
23592 - Metrology Technician II	23.94
23593 - Metrology Technician III	24.86
23640 - Millwright	24.19
23710 - Office Appliance Repairer	19.04
23760 - Painter, Maintenance	18.12
23790 - Pipefitter, Maintenance	26.04
23810 - Plumber, Maintenance	25.33
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	20.55
23870 - Scale Mechanic	21.27
23890 - Sheet-Metal Worker, Maintenance	21.63
23910 - Small Engine Mechanic	18.65
23931 - Telecommunications Mechanic I	26.11
23932 - Telecommunications Mechanic II	27.09
23950 - Telephone Lineman	27.18
23960 - Welder, Combination, Maintenance	18.25
23965 - Well Driller	22.85
23970 - Woodcraft Worker	23.07

23980 - Woodworker	17.59
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.34
24580 - Child Care Center Clerk	12.74
24610 - Chore Aide	10.80
24620 - Family Readiness And Support Services Coordinator	13.52
24630 - Homemaker	16.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.13
25040 - Sewage Plant Operator	20.36
25070 - Stationary Engineer	25.13
25190 - Ventilation Equipment Tender	18.54
25210 - Water Treatment Plant Operator	20.36
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.79
27007 - Baggage Inspector	12.39
27008 - Corrections Officer	22.87
27010 - Court Security Officer	23.06
27030 - Detection Dog Handler	15.92
27040 - Detention Officer	22.87
27070 - Firefighter	23.24
27101 - Guard I	12.39
27102 - Guard II	15.92
27131 - Police Officer I	23.30
27132 - Police Officer II	25.90
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.06
28042 - Carnival Equipment Repairer	12.66
28043 - Carnival Equipment Worker	10.31
28210 - Gate Attendant/Gate Tender	13.93
28310 - Lifeguard	12.11
28350 - Park Attendant (Aide)	15.58
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	12.20
28630 - Sports Official	12.41
28690 - Swimming Pool Operator	15.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.19
29020 - Hatch Tender	25.19
29030 - Line Handler	25.19
29041 - Stevedore I	24.11
29042 - Stevedore II	26.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.09
30022 - Archeological Technician II	20.24
30023 - Archeological Technician III	25.08
30030 - Cartographic Technician	25.08
30040 - Civil Engineering Technician	23.95
30061 - Drafter/CAD Operator I	18.09
30062 - Drafter/CAD Operator II	20.24
30063 - Drafter/CAD Operator III	23.42
30064 - Drafter/CAD Operator IV	27.76
30081 - Engineering Technician I	16.82
30082 - Engineering Technician II	18.87
30083 - Engineering Technician III	21.12
30084 - Engineering Technician IV	25.39

30085 - Engineering Technician V	31.06
30086 - Engineering Technician VI	38.73
30090 - Environmental Technician	21.75
30210 - Laboratory Technician	18.27
30240 - Mathematical Technician	25.14
30361 - Paralegal/Legal Assistant I	18.09
30362 - Paralegal/Legal Assistant II	22.43
30363 - Paralegal/Legal Assistant III	27.44
30364 - Paralegal/Legal Assistant IV	33.19
30390 - Photo-Optics Technician	25.14
30461 - Technical Writer I	23.77
30462 - Technical Writer II	29.08
30463 - Technical Writer III	37.68
30491 - Unexploded Ordnance (UXO) Technician I	22.72
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.04
Surface Programs	
30621 - Weather Observer, Senior see 2)	25.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.15
31030 - Bus Driver	18.12
31043 - Driver Courier	15.20
31260 - Parking and Lot Attendant	10.92
31290 - Shuttle Bus Driver	16.12
31310 - Taxi Driver	12.72
31361 - Truckdriver, Light	16.12
31362 - Truckdriver, Medium	18.40
31363 - Truckdriver, Heavy	20.47
31364 - Truckdriver, Tractor-Trailer	23.16
99000 - Miscellaneous Occupations	
99030 - Cashier	9.26
99050 - Desk Clerk	10.58
99095 - Embalmer	25.48
99251 - Laboratory Animal Caretaker I	11.99
99252 - Laboratory Animal Caretaker II	12.60
99310 - Mortician	38.43
99410 - Pest Controller	14.73
99510 - Photofinishing Worker	12.16
99710 - Recycling Laborer	18.17
99711 - Recycling Specialist	18.90
99730 - Refuse Collector	16.87
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	14.35
99830 - Survey Party Chief	18.06
99831 - Surveying Aide	12.94
99832 - Surveying Technician	17.23
99840 - Vending Machine Attendant	15.86
99841 - Vending Machine Repairer	18.00
99842 - Vending Machine Repairer Helper	15.86

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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.

## D.2 PRESENT/PAST PERFORMANCE SURVEY

**A. GENERAL INFORMATION:** Please correct any information below known to be inaccurate.

Solicitation Number: VA241-16-R-0141, Providence VAMC Ambulance Service

Contractor's Name:

Address:

Telephone:

Point of Contact:

Contractor Performed as the ( ) **prime** Contractor, or the ( ) **Sub-Contractor**

**B. RESPONDENT INFORMATION:**

Name of Respondent: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**C. EMAIL COMPLETED SURVEY FORM TO:** [anna.norcross@va.gov](mailto:anna.norcross@va.gov)

Or mail it to

Anna Norcross  
NCO 1 Providence  
UNCAS Bldg, Third Floor  
623 Atwells Avenue  
Providence, RI 02909

## PAST AND PRESENT PERFORMANCE SURVEY

D. **PERFORMANCE INFORMATION**: Choose and circle the number on the scale of 1-6 that most accurately describes the contractor's performance or situation.

### **CODE/PERFORMANCE LEVEL**

**1 UNSATISFACTORY** - Performance did not meet most contractual requirement. There were serious problems and the contractor's corrective actions were ineffective.

**2 MARGINAL** - Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.

**3 NONE** - No record of past performance or the record is inconclusive.

**4 SATISFACTORY** - Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor was satisfactory.

**5 VERY GOOD** - Performance met all contract requirements and exceeded **some** to the Government's benefit. There were a **few minor problems** which the contractor resolved in a timely effective manner.

**6 EXCEPTIONAL** – Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly efficient manner.

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**The contractor:** (1 being Very Bad and 6 being Very Good)

Contractor provided adequate supervision.	1	2	3	4	5	6	N/A
Contractor provided experienced managers and supervisors with the technical and administrative abilities to meet contract requirements.	1	2	3	4	5	6	N/A
Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6	N/A
Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6	N/A
Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	N/A
Suggested alternative approaches to problems.	1	2	3	4	5	6	N/A
Displayed initiative to solve problems.	1	2	3	4	5	6	N/A

---

Cooperated with Government personnel after award	1	2	3	4	5	6	N/A
Rate the overall contractor's performance under this contract.	1	2	3	4	5	6	N/A
Contractor's compliance with contractual terms and conditions.	1	2	3	4	5	6	N/A
Would you award another contract to this contractor? If not, explain in "remarks."	1	2	3	4	5	6	N/A

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Remarks \_\_\_\_\_

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## **D.3 QUALITY ASSURANCE SURVEILLANCE PLAN**

**For:** VHA System Ambulance and Wheelchair Transportation

**Contract Number:**

**Contract Description:** Ambulance and Wheelchair Transportation for Providence VAMC

**Contractor's name:**

### **1. PURPOSE**

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

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

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

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

### **2. GOVERNMENT ROLES AND RESPONSIBILITIES**

The following personnel shall oversee and coordinate surveillance activities.

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

Assigned CO: Anna Norcross

Organization or Agency: Department of Veterans Affairs, NCO 1 Consolidated Contracting

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

Assigned COR: COR will be designated on Task Orders.

c. Other Key Government Personnel:

### **3. CONTRACTOR REPRESENTATIVES**

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

Program Manager:

#### 4. PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix, paragraph as provided below includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

Task	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Contractor personnel maintain all qualifications for the State of Rhode Island for required services	All licenses are maintained	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Equipment shall be maintained and contain appropriate supplies and equipment	Vehicles are maintained and stocked	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Timely Pick-Up of Veterans and adherence to schedules	Timely Progress	95%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Successful coordination and logistics management of the van fleet	No Shortage of vehicles during peak hours	95%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Compliance with State Health Services Regulations	Complete Compliance	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options
Safety	No Major Accidents or Injuries	100%	Monthly review by COR	Full Payment of Invoice Exercise of Options

#### 5. INCENTIVES

The Government shall use the “full payment of the monthly invoice” and “Exercise of Options” as an incentive. Incentives shall be based on exceeding, meeting, or not meeting performance standards. Failure to meet the AQL will result in a percentage decrease in the invoice payment for each percentage below the AQL.

#### 6. METHODS OF QA SURVEILLANCE

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

- a. **DIRECT OBSERVATION.** PI will review progress of services with Contractor on a monthly basis and communicate with COR regarding said progress.

- b. PERIODIC INSPECTION. The COR and VHA System transportation cell will conduct monthly random inspections of performance, with a focus on the timeliness of pick-ups and drop-offs. Readiness will be a key metric in meeting the “timely pickup of veterans” AQL mentioned above.
- c. VALIDATED USER/CUSTOMER COMPLAINTS.
- d. RANDOM SAMPLING.

**7. RATINGS**

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

<b>Rating</b>	<b>Description</b>
<b>Green</b>	Yes. Performance and technical specifications are being met at an Acceptable Quality Level (AQL).
<b>Yellow</b>	Yes. Performance and technical specifications are currently being met at the minimum AQL, but the following service/deliverable needs contractor attention: <b>(The Customer must identify what component of the deliverable and/or service requires attention.)</b>
<b>Red</b>	No. Performance and technical specifications are not being met at AQL and the following service/deliverable needs immediate contractor resolution: <b>(The Customer must identify what component of the deliverable and/or service that is below the minimum AQL.)</b>

**8. DOCUMENTING PERFORMANCE**

The COR shall maintain the Quality Assurance Worksheets in contract file and submit at end of the contract period to the Contracting Officer. These worksheets shall be submitted no later than 30 days after contract expiration.

**9. FREQUENCY OF MEASUREMENT**

The COR shall assess contract performance as each invoice is submitted using the Quality Assurance Worksheet.

\_\_\_\_\_  
Signature – Contractor Program Manager

\_\_\_\_\_  
Signature – Contracting Officer

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(a) *Submission of Offers:*

- (1) Offers shall be received on or before the date and time specified in Block 8 of the SF 1449. **Note:** Offers received after the due date and time **shall not** be considered.
- (2) Offerors may submit their offers electronically via email to [anna.norcross@va.gov](mailto:anna.norcross@va.gov), or by mail to 623 Atwells Avenue, UNCAS Bldg, Third Floor, Providence RI 02909. After the date set for receipt of offers, the apparent successful offeror shall provide the original (hard copy) SF 1449 to the Contracting Officer, upon request.
- (3) Offers shall be based on the documents issued in the solicitation.

(b) *Solicitation Questions:*

Questions of a technical nature shall be submitted to the Contracting Officer in writing via e-mail. Oral questions of a technical nature are not acceptable due to the possibility of misunderstanding or misinterpretation. The cut-off date and time for receipt of questions is March 24, 2016 at 12 Noon, EST. Questions received after this date and time may not be answered. Questions will be answered in a formal amendment to the solicitation so all interested parties can see the answers.

(c) *Amendments:*

Amendments to this solicitation will be posted at <http://www.fedbizopps.gov>(FBO). Paper copies of the amendments will NOT be individually mailed. By registering to receive notifications on FBO, offerors will be notified by email of any new amendments that have been issued. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your offer being considered unacceptable.

(d) *System for Award Management (SAM):*

The General Service Administration's (GSA) Office of Government-wide Policy is consolidated the government-wide acquisition and award support systems into one new system - SAM. SAM is a free web-site which is streamlining processes, eliminating the need to enter the same data multiple times, and consolidating hosting to make the process of doing business with the government more efficient. Currently, Central Contractor Registration (CCR), FedReg, ORCA and EPLS have been migrated into SAM. Over the coming years, additional system migrations will be completed. For more information please visit <https://www.sam.gov/portal/public/SAM/>.

Federal Acquisition Regulations require that federal contractors register in the SAM database at <http://www.sam.gov> and enter all mandatory information into the system. Award cannot be made until the contractor has registered. Offerors are encouraged to ensure that they are registered in SAM prior to submitting their quotation.

(End)

## E.2 PROPOSAL PREPARATION INSTRUCTIONS

(a) *Proposal Preparation Costs:*

The Contracting Officer is the only individual legally authorized to commit the Government to the expenditure of public funds in connection with this procurement. The solicitation does not commit the Government to pay any costs for the preparation and submission of an offer in response to this solicitation.

(b) *Proposal Format:*

(1) *General:*

The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations **are** applicable to this procurement. All files will be submitted as an Adobe Acrobat (PDF) file or compatible as indicated in Table One (1). Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins **ONLY**, and are not bound by the 12-point font requirement. Footnotes to text shall not be used.

(2) *File Packaging:*

All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version. The proposal files may also be submitted individually using the naming convention identified in Table One (1) (below).

(3) *Content Requirements:*

All information shall be confined to the appropriate volume. The titles and file type requirements for each file are shown in the Table below:

**Table 1**

<b>Volume Number</b>	<b>Evaluation Factor</b>	<b>File Name</b>	<b>Page Limitations</b>
Volume I	Price	Price.pdf	NONE
Volume II	Technical	Tech.pdf	40
Volume III	Past Performance	PastPerf.pdf	10
Volume IV	Veterans Involvement	Vets.pdf	NONE

**\*Note page limitations:** A Cover Page, Table of Contents, resumes and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government. Individual resumes shall not exceed 3 pages per resume.

**Volume I – Price Factor Requirement:** The Pricing Volume Shall Consist of the following:

- (1) *Proposal Summary/Cover Sheet including:*
  - i. Date submitted;
  - ii. Contractor's name;
  - iii. Contractor technical lead contact information;
  - iv. All subcontractor(s) (if applicable) and the description of their planned subcontracting effort;
  - v. Statement that the contractor's offer remains valid for no less than one hundred and twenty (120) calendar days from the RFP closing date.
- (2) Copy of signed Standard Form 1449 and any SF30 Solicitation Amendments. Ensure blocks 12, 17, 30a, 30b, and 30c are completed.
- (3) Solicitation Section B, Price/Cost Schedule with offerors proposed contract line item prices inserted in the appropriate spaces.
- (4) The Pricing Volume shall also consist of the following:
  - i. Contractor shall price in accordance with the pricing schedule in Section B of this solicitation. The Contractor shall submit a basis of estimate (BOE) with sufficient price detail to support the proposed firm-fixed prices/rates and to permit the Government to determine that the proposed firm-fixed price, labor mix and level of effort is fair and reasonable. Further, rates need to allow the government to establish that the wage determination under the service contract act is covered for all employees performing on this contract. Applicable wage determination is listed in block 20 on page 1 of the 1449 and can be found at <http://www.wdol.gov/sca.aspx>.
  - ii. The Contractor shall explain the estimating processes and methodologies used in estimating rates per trip and the rate per overage mile.

**Volume II – Technical Factor Requirements:** Offerors shall propose a detailed approach that addresses the following:

- (1) A summary of corporate experience and knowledge of the prime contractor, all teammates (as applicable) and/or subcontractors (as applicable), as it relates to the following area:
  - i. The relevance (similarities and differences) of the corporate experience cited to the Performance Work Statement (PWS) requirements and any unique methodologies or approaches to completing the work.
  - ii. Complete description of the technical approach that satisfies the PWS requirements, including details which indicate that the Offeror possesses an overall understanding of the scope and the requirements of the PWS
- (2) Key Personnel: Identification of key personnel proposed and their duties and responsibilities as related to the requirements in the PWS. The Offeror shall address qualifications, education, availability, and specific experiences that are directly related to the requirements of the IDIQ.
- (3) Organizational Structure and Fleet:
  1. Fleet description:
    - o Number of vehicles you have on hand to perform this contract
    - o VIN # of vehicles with descriptions
  2. Description of Maintenance Program
  3. Description of Special Mode qualifications including, vehicle standard, training programs, and experience.
  4. Description of driver qualifications including training programs, and experience.
- (4) Management Approach: The Offeror's Management Approach to managing its team, lines of authority and communication, and problem resolution methodologies. Offeror's shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed teammates and/or subcontractors. The Offeror's approach to risk management, including the processes and methodologies for identifying, mitigating and monitoring risks.

- (5) **Quality Assurance and Quality Control:** The Offeror's approach to quality control, including the Offeror's processes and methodologies. Submit a quality assurance surveillance plan as part of this technical submission. Template can be found under section D (attachments).
- (6) **Licenses, Certifications and Insurance:** Contractor will provide a plan of action on how they will ensure to have all licenses and permits for operational personnel, vehicles, and other resources required for ambulance service in accordance with all applicable Federal, State, Municipal, and local regulations. This documentation will serve as part of the pre-award responsiveness and responsibility determination.
  1. Contractor must prove that they are licensed or have the ability to obtain licenses upon contract award.
  2. Contractor must submit evidence that subcontractor is qualified and legally able to provide services
  3. Provide proof of all appropriate insurance or the ability to obtain insurance upon contract award.
  4. Provide copies of EMT state certifications/registrations of all paramedic employees.
  5. Provide copies of current (within the past calendar year) health test certifications for Tuberculosis Test and Hepatitis B Vaccinations for employees

**Volume III – Past Performance Factor Requirements:** Offerors shall address the following:

- (1) Submit a list of all federal, state, or private sector contracts (prime contracts, task/delivery orders, and/or all subcontracts) in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include specific experience with similar work of comparable size and scope for conducting BLS/ALS/Critical Care Ambulance Services for an integrated healthcare system.
- (2) Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- (3) Attachment A in section D (attachments) of the solicitation has a past performance survey to be sent out to references. At a minimum, that worksheet should be used to reference past performance data, but additional information is also welcomed. Past Performance Surveys are to be sent directly to: Anna Norcross at 623 Atwells Avenue, UNCAS Bldg, Third Floor, Providence RI 02909 or by email to [anna.norcross@va.gov](mailto:anna.norcross@va.gov) in sufficient time as to arrive before the solicitation close date. Questionnaires received after the solicitation close date will not be considered.
- (4) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources. In the case that an offeror without a record of relevant past performance or for whom information on past performance is not available, in accordance with FAR 15.305 the offeror may not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no record of past performance, while rated "neutral" in past performance may not represent the most advantageous proposal to the Government all factors being considered.

**Volume IV – Veterans Involvement Factor:**

- (1) The Government will assign evaluation credit for an Offeror (prime contractor) which is a Service-Disabled Veteran-Owned (SDVOSB) or a Veteran-Owned Small Business (VOSB). Non-

SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor.

- i. For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, “Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors”. Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).
- ii. For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB Subcontractors must be registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran’s Involvement Factor.
- iii. With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.

(End of Provision)

#### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

### **E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

### **E.4 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.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity

Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

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

The Government contemplates award of a Firm-Fixed-Price, Indefinite Quantity 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:

Hand-Carried Address:  
Department of Veterans Affairs

National Contract Office 01 (NCO1)  
UNCAS Building, Third Floor  
623 Atwells Avenue  
Providence RI 02909  
Mailing Address:

Department of Veterans Affairs

National Contract Office 01 (NCO1)  
UNCAS Building, Third Floor  
623 Atwells Avenue  
Providence RI 02909

(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 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

### **E.9 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.10 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

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015

(End of Addendum to 52.212-1)

**E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(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:

- Technical
- Past Performance
- Veterans Involvement

Price

Non-Price Factors, when combined, are significantly more important than price.

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

(c) 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.

(End of Provision)

## E.12 ADDENDA TO FAR CLAUSE 52.212-2

### A. BASIS FOR AWARD

Any award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four following evaluation Factors: Technical, Past Performance, Veterans Involvement, and Price. The Technical Factor is significantly more important than the Past Performance Factor, which is significantly more important than the Veterans Involvement Factor, which is significantly more important than the Price Factor. The non-Price Factors when combined are significantly more important than the Price Factor. Offerors are cautioned that the award may not necessarily be made to the lowest Price offered or the most highly rated technical proposal.

### B. EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The proposal will be evaluated primarily in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Proposals which fail to include the stated requirements of the solicitation may be found nonresponsive and eliminated from consideration.

#### 1. TECHNICAL EVALUATION APPROACH

- i.) Understanding of the Problem – The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- ii.) Feasibility of Approach – The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.
- iii.) Completeness – The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the

requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

## **2. PAST PERFORMANCE EVALUATION APPROACH**

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one who will be providing critical services or whose subcontract is for more than 49% of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct a performance risk assessment based on the quality, relevancy and recency, of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance and will receive a neutral rating.

## **3. VETERAN'S INVOLVEMENT EVALUATION APPROACH**

In accordance with VAAR 852.215-70(b), eligible SDVOSB Offerors will receive full credit and Offerors qualifying as VOSB Businesses will receive partial credit for the Veterans Involvement Factor. To receive credit, an Offeror must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).

In accordance with VAAR 852.215-70(c), Non- veteran Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor. Offerors must state in their proposals the names of the SDVOSB/VOSB vendor whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractor must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

## **4. PRICE EVALUATION APPROACH**

Fixed Price: The Government will evaluate offers by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum. If the offeror fails to provide pricing for, at a minimum, the line items identified in the pricing schedule located in the solicitation, the offer may be considered unacceptable. "Materially Unbalanced" prices and/or

unreasonably high prices may cause the offer to be determined unacceptable. Prices which are unrealistically low may be indicative of the Offeror's lack of understanding of the work effort or the ability to successfully perform the task order.

## **E.13 ADDENDA TO FAR CLAUSE 52.212-2**

### **PROPOSAL EVALUATION FACTORS AND STANDARDS**

**Evaluation Factor 1 – Technical: There are four sub-factors of equal importance; rating will be at the Factor level.**

#### ***Sub-Factor 1, Management Approach:***

- Provide a plan describing Standard Operating Procedures (SOPs) that will be followed while conducting normal transportation activities. The contractor shall describe:
  1. Company safety procedures in case of emergencies in transit.
  2. Operational procedures and site management structure.
  3. Quality assurance and quality control procedures.
  4. Incident response procedures

#### ***Sub-Factor 2, Organizational Structure and Fleet:***

- Provide the following information regarding your organizational structure and fleet:
  1. Basic description of transportation services offered and capabilities.
  2. Fleet description (number, types, and ages of vehicles)
  3. Description of maintenance program
  4. Description of driver qualifications including training programs, and experience.
  5. The usage of any alternative fueled vehicles and or use of alternative fuels
  6. Prohibition of idling procedures.
- Contractor will provide a plan of action on how they will ensure to have all licenses and permits for operational personnel, trailers, containers, vehicles and other resources required for Ambulance Transportation in accordance with all applicable Federal, State, Municipal, and local regulations. This documentation will serve as part of the pre-award responsiveness and responsibility determination.

#### ***Sub-Factor 3, Subcontractor Services:***

- Provide information identifying any proposed subcontractors and identifying services to be performed by the subcontractors. .

#### ***Sub-Factor 4, Licenses, Certifications and Insurance:***

- Contractor must prove that they are licensed or have the ability to obtain licenses upon contract award.
- Contractor must submit evidence that subcontractor is qualified and legally able to provide services.
- Provide proof of all appropriate insurance or the ability to obtain insurance upon contract award.

- Provide copies of EMT state certifications/registrations of all paramedic employees.
- Provide copies of current (within the past calendar year) health test certifications for Tuberculosis Test and Hepatitis B Vaccinations for employees.

**Evaluation Factor 2 - PAST PERFORMANCE:**

- Identify three or more Federal, State, or private sector contracts of similar type, scope, size, and complexity that are ongoing, and/or have been completed within the last three years. The solicitation contains a past performance questionnaire that shall be sent to all references identified (minimum of three required). At a minimum, that survey should be used to reference past performance data, but additional information is also welcomed. Questionnaires are to be sent directly to: Anna Norcross, UNCAS Building 3<sup>rd</sup> Floor, 623 Atwells Avenue, Providence, RI 02909 or by email to [anna.norcross@va.gov](mailto:anna.norcross@va.gov) in sufficient time as to arrive before the solicitation close date. Questionnaires received after the solicitation close date will not be considered.
- Highlight experience in Ambulance transportation. Provide details of contracts of similar nature and similar size, particularly in regards to hospitals.
- The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources. In the case that an offeror without a record of relevant past performance or for whom information on past performance is not available, in accordance with FAR 15.305 the offeror may not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no record of past performance, while rated “neutral” in past performance may not represent the most advantageous proposal to the Government all factors being considered.

**Evaluation Factor 3 - Price:**

- The Government will evaluate the reasonableness of the price of each acceptable offer in relation to the offeror’s relative capability. Additionally, all offers with separately priced line items will be analyzed for unbalanced pricing.
- Veterans Involvement Factor:
  - (a) The Government will assign evaluation credit for an Offeror (prime contractor) which is a Service-Disabled Veteran-Owned (SDVOSB) or a Veteran-Owned Small Business (VOSB). Non-SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor.
    - i. For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, “Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors”. Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).
      - a. Verified SDVOSBs will receive a 10% price credit (e.g. if a SDVOSB submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$90.00).
      - b. Verified VOSBs will received a 5% price credit (e.g. if a VOSB submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$95.00).
    - ii. For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends

to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB Subcontractors must be registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran's Involvement Factor.

- a. If a vendor submits a subcontracting plan where it will be using a SDVOSB, it will receive a 3.5% price credit (e.g. if this vendor submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$95.00).
- b. If a vendor submits a subcontracting plan where it will be using a VOSB, it will receive a 2.5% price credit (e.g. if this vendor submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$97.50).

#### **E.14 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2015)**

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

\_\_\_\_\_

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

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

(2) *Representation.* The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] 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 \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code:

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Immediate owner legal name:

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*(Do not use a “doing business as” name)*

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

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

Highest-level owner CAGE code:

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Highest-level owner legal name:

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*(Do not use a “doing business as” name)*

(End of Provision)