

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

1. REQUISITION NO. 526-17-1-921-0001 PAGE 1 OF 88

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA240-16-R-0023	6. SOLICITATION ISSUE DATE 07-28-2016
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Eric Santoyo	b. TELEPHONE NO. (No Collect Calls) 412-822-3487	8. OFFER DUE DATE/LOCAL TIME 08-22-2016 4pm est.
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9. ISSUED BY Department of Veterans Affairs Service Area Office East 323 North Shore Drive Suite 500 Pittsburgh PA 15221	CODE 00240E	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 <input type="checkbox"/> 8(A)	NAICS: 621910 SIZE STANDARD: \$15 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs JAMES J. PETERS VAMC See SOW for specific locations	CODE 00526	16. ADMINISTERED BY Department of Veterans Affairs Service Area Office East 323 North Shore Drive Suite 500 Pittsburgh PA 15221	CODE 00240E
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971	CODE
TELEPHONE NO.	DUNS:	DUNS+4:	PHONE: FAX:

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Contractor shall provide all labor, equipment, materials, transportation and supervision necessary to provide 24 hour, 7 days a week Basic Life Support (BLS), Advance Life Support (ALS) eligible beneficiaries of the James J. Peters Medical Center (JJP VAMC) in the Bronx and and its three Community-Based Outpatient Clinics (CBOCs) located in White Plains, Yonkers and Queens, respectively.</p> <p>Period of Performance: Base Period: 10/01/2016 - 09/30/2017 Option Year One: 10/01/2017 - 09/30/2018 Option Year Two: 10/01/2018 - 09/30/2019 Option Year Three: 10/01/2019 - 09/30/2020 Option Year Four: 10/01/2020 - 09/30/2021</p> <p>See Schedule and Statement of Work for additional information.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA 630-3650160-150-829800	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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)	31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C24E Eric Santoyo

Department of Veterans Affairs
Service Area Office East
323 North Shore Drive
Suite 500
Pittsburgh PA 15221

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly in Arrears

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

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 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.

(End of Clause)

B.3 OFFEROR REVIEW INSTRUCTIONS

Offerors must complete and return all information designated in – Solicitation Provisions, FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JUL 2013), Paragraph b, and ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, prior to the time specified in Block 8 of SF 1449 in order to be considered for award.

Complete proposals for furnishing the services in the Schedule shall be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. All offers are subject to all terms and conditions of this solicitation.

B.4 STATEMENT OF WORK

STATEMENT OF WORK – AMBULANCE SERVICES
JAMES J. PETERS VAMC
BRONX VA
130 WEST KINGSBRIDGE ROAD
BRONX, NY 10468

Furnish as needed, seven (7) days a week, twenty-four hours a day emergency, ambulance services. Contractor shall furnish Advance Life Support (ALS) and Basic Life Support (BLS) ambulance and services for eligible beneficiaries of the Department of Veterans Affairs James J. Peters Medical Center

(JJP VAMC) in the Bronx and its three Community-Based Outpatient Clinics (CBOCs) located in White Plains, Yonkers and Queens, respectively.

The ten holidays observed by the Federal Government are: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas, any other day specifically declared by the President of the United States to be a national holiday. The contractor will be servicing two beneficiary travel units at this facility: Business Office and Spinal Cord Patient Care Center.

Upon the request of authorized medical center staff, the Contractor will provide Basic Life Support (BLS) and Advanced Life Support (ALS) ambulance transports of patients to designated locations, depending on the specific request and clinical needs of the patient. The Contractor may be required to transport patients to another facility for treatment or tests, wait, and transport same patient to a pre-determined destination. The Contractor may be required to transport patients from their homes to the James J. Peters VA Medical Center or one of its CBOCs. The services discussed in this solicitation are for the general vicinities of New York City and the surrounding metropolitan area including Connecticut, Pennsylvania, New Jersey, Delaware and not limited to the New York State area.

Facility Addresses

Main Hospital

James J. Peters Veterans Affairs Medical Center
130 West Kingsbridge Road
Bronx, NY 10468

Outpatient Clinics

White Plains Community Based Outpatient Clinic
23 South Broadway
White Plains, NY 10601

Yonkers Community Based Outpatient Clinic
124 New Main Street
Yonkers, NY 10701

Queens Community Based Outpatient Clinic
47-01 Queens Boulevard, 3rd Floor, Suite 301
Sunnyside, NY 11104

The vehicles, personnel and services rendered will conform to all federal, state and local statues, laws, codes rules and regulations; including, but not limited to those required by the State of New York, Department of Health Emergency Medical Services Program. The Contractors MUST be authorized to provide services in the state of New York.

NUMBER OF PATIENTS: It is understood and agreed that only ONE patient will be transported on a trip unless specifically authorized by JJP VAMC. One attendant who is at least 18 years of age will be permitted to accompany the patient at no charge. The contractor must ensure that the pick-ups and drop-offs are scheduled so that the total distance travel will result in the most economical charge to the Government.

RATES: For all one-way trips within the city Limits, the contractor shall receive the flat rate awarded for that trip. The flat rate shall constitute full compensation for one-way trip which do not exceed the City Limits. The contractor shall receive the mileage rate awarded for any one-way trips in excess of the

prescribed outside of the city limits. The mileage rate is applicable only for mileage Beyond the City Limits and under no circumstances shall the contractor receive reimbursement for the mileage rate for any mileage within the City Limits. Payment for mileage traveled beyond the city limit will be limited to “One Way Only” the distance over which the patient is transported. Trip mileage shall be determined by the latest edition of the Rand McNally Standard Mileage Guide. Access Rand McNally’s trip maker at: <http://www.randmcnally.com>.

Day rates will apply to any trip between the hours 7:01am and 7:00pm. Night rates will apply to any trip between the hours 7:01pm and 7:00am. The requested pickup time will govern the determination of whether the day or night rate will apply.

Payment for mileage traveled beyond the city limits will be limited to “One 2-way only” for the distance which the patient is transported. Such mileage cost will be paid in addition to the applicable rate per trip for any trip entirely within the county limits. Trip mileage shall be determined by using the “get directions” mileage feature at www.bing.com/maps.

CITY LIMITS: are located within the 5 boroughs – Bronx, Manhattan, Brooklyn, Queens and Staten Island.

BEYOND CITY LIMITS: The areas located outside of the five boroughs comprising of the city limits.

ORDERS: Requests for services will be made by telephone from authorized VA personnel. The Government will not be held liable for those services performed by the Contractor(s) which are ordered by people who are unauthorized. The request will specify a range of dates and times for acceptable delivery of a transported patient.

Requests for basic life support (BLS) ambulance service will be scheduled on no less than 60 minutes advanced notice. These pickups may be from any location within the Bronx, Manhattan or Westchester. A pickup may occur either at a patient’s home or a health care facility (such as a hospital, clinic or nursing home).

Pickups may be required for locations outside of the aforementioned areas, including, but not limited to, Brooklyn, Staten Island, White Plains, Yonkers, New Jersey, Connecticut, Pennsylvania, Delaware and New York State area.

Contractor shall respond to emergencies caused by acute coronary syndromes, head trauma or intracerebral bleeds within 30 minutes or less. These pickups will only take place at the JJP VAMC and will occur approximately once a week. Contractor shall furnish ambulance service within 30 minutes after receiving a request for this particular service. If the Contractor fails to do so, the JJP VAMC reserves the right to obtain the service from another source and charge the Contractor with any excess cost that may result there from. The JJP VAMC will be the sole judge in determining when to order service from another source.

Contractor will be informed of the condition of the patient at the time of request for service. The Contractor will be required to assign appropriate personnel for the transportation of patient.

It is required that the Contractor will furnish an EMT P on all requests, however the VAMC reserves the right to request the services of an EMT I if appropriate in lieu of the EMT P.

PICKUP PROCEDURES: When an ambulance is at a pickup facility, the driver or the EMT shall announce to the Emergency Room, Clinic Nurse, Ward Nurse or designee at JJP VAMC with responsibilities for releasing or facilitating the release of patients that the ambulance is waiting for, and provide the beneficiary's name as well as any other pertinent information as to his or her identification. The individual so informed will verify the time on the trip ticket and indicate his name. From this verified time of arrival, fifteen (15) minutes will be allowed as normal and not to lost time for the facility to release the patient to the Contractor. Such release time cannot be claimed as waiting time unless, through no fault of the Contractor, the patient is not released at all. Boarding activities are also normal to the services required and time spent at the pickup location reaching the patient and assisting him to and into the waiting ambulance is not lost time.

AUTHORIZING PERSONNEL:

The following VAMC personnel are authorized to request or authorize ambulance or ambulance services for JJP VAMC:

Chief, Business Office
Mobility Manager/Travel Supervisor
Travel Clerks / Backup Travel Clerk
Non VA Care Clerk
Health Administrator (HAC)

CONTACT INFORMATION:

Monday through Friday –

Chief, Business Office
718-584-9000 ext. 6220

Mobility Manager/Travel Supervisor
718-584-9000, Ext. 3781 or 3783

Travel Clerks
718-584-9000, Ext. 5323/5324

Non VA Care Clerk
718-584-9000, Ext. 3858

When Hours, Weekends, Holidays – Hospital Nursing & Administrative Coordinators
718-584-9000 Ext. 6832 (dial 0 for operator to page)

WAITING TIME:

For time lost in waiting at either end of a trip due to causes beyond the Contractor's control, the Contractor will be reimbursed at the rate of one-fourth the hourly rate quoted in this bid. This charge applies if the crew is delayed longer than 15 minutes at time of pickup or delivery. The proposed rate will be charged in 15-minute increments. If the pickup location is other than the JJP VAMC the Contractor will contact the JJP VAMC Travel Office (during business hours Monday – Friday 8 am – 4:30 pm) or Hospital Administrative Coordinator on duty (during all hours outside of the business hours listed) as soon as the Contractor anticipates that a delay for which Contractor expects to claim reimbursement. This call is only for the purpose of verifying the Contractor's arrival time at the pick-up point (verification is made by confirming the time of pickup with the VA Staff, or the patient when the pickup is made off the VA Campus) and is not necessary if the Contractor anticipates no delay for which the Contractor will claim reimbursement.

LOADING/UNLOADING PATIENTS: Contractor(s) will be required to assist patient from point of pick-up to ambulance and from ambulance to point of destination.

REIMBURSEMENT: JJP VA Medical Center will review each invoice for transport. The VA will only reimburse those veteran patients eligible for transportation. Contractor will invoice each transportation call separately.

TOLL CHARGES: It is agreed and understood that the prices quoted in the schedule do not include any ferry, bridge, tunnel or road toll charges. Any such legitimate toll charges incurred shall be limited to ONE WAY ONLY and shall be submitted at the end of each performance period and should NOT be included in the monthly invoices.

AUXILIARY SERVICE: The contractor may be required to transport medical records, medication, other items (including stryker frames, litters, etc.) patient luggage, collapsible manual wheelchair from pickup point to destination at no additional cost to the Government. Luggage to be transported will be restricted to luggage type. Patients are then transported to the appropriate JJP VAMC, outpatient clinics, CBOCS or service within the facility where patient has his/her appointment.

RESPONSE TIME: Response time will be calculated from the receipt of the telephonic request for service. At the time of the request, the Contractor shall acknowledge their ability to provide the service within the requested response time.

If the Contractor cannot provide the service for any reason, they must notify the VA staff person requesting the service of their inability to provide the service.

Response times for Standard Orders: Contractor shall arrive at the point of pickup no later than 1 hour from the time of request.

Response time for Long Hauls: Contractor shall arrive at the point of pickup no later than 2 hours from the time of request.

Response time for Emergency Services: Contractor shall respond to emergencies caused by acute coronary syndromes, head trauma or intra-cerebral bleeds within 30 minutes or less as detailed in the "orders" section.

If the Contractor fails to furnish service within the required response times, the VA reserves the right to obtain this service from another source. The VA will be the sole judge in determining when to order service from another source. Repeated failure to meet required response time may result in termination of the agreement, or discontinuance of further orders. Response time will be calculated from the Contractor's receipt of the telephonic/fax request for 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.

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 Travel Office or HAC on duty for further instruction.

TRIP REPORT:

The Contractor shall document each VA authorized transport with the following information:

Date

Patient name
Patient identification #
Origin
Time of pick up
Destination
Time of delivery
Mileage; and
Person calling in the travel request

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 report with all invoices and also provide the trip documentation form upon request by the VA. These reports will serve as documentation of the transport and will be a source document for reconciliation of the Contractor's requests for payment.

ORIGIN AND DESTINATION: Contractor shall provide services to beneficiaries of the JJP VAMC to or from any designated location within the defined service area, encompassing the states of New York, New Jersey, Connecticut, Delaware and Pennsylvania but not limited to New York State area. The VA staff will specify the points of origin and the destination of every trip.

The VA reserves the right to substitute beneficiary requiring service to prevent "Unloaded Trips", delays, and cancellations. There shall be no additional charge to the VA when such changes occur.

GLOBAL POSITIONING SYSTEM (GPS): All vehicles shall be equipped with a GPS system which has the following capabilities:

Address to address routing
Voice prompts for turns & guidance
Built in road maps – detailed road map displays
Route capabilities show best route to take from point A to point B
Waypoints capable shows locations & ability to pint to a desired destination
Turn Here – unit gives signal for a next turn
Maps user can upload maps for area needed
Traveling user can input series of addresses the unit displays lowest time/distance route between several destinations points
Large & bright screen that is easily visible to the driver
Engine idle – tells you that the vehicle has stopped and is on/running
Calculates speed from starting point to ending point
Calculates travel mileage

EXTRAORDINARY CONDITIONS: When conditions foreseeable and/or uncontrollable by Contractor occur, such as: storms, flooding or other hazardous road and travel situations, time and distance qualifications shall be considered secondary to safety precautions. Any delays or exceptions to the required quality of services, due to such substantial difficulties, shall be reported to the Travel Supervisor at Ext. 3781, the Chief, Business Office at Ext. 6220 and/or the Travel Clerks at Ext.5323/5324. The JJP VAMC will indicate concurrence or non-concurrence re-excusing such delays for the reasons communicated to the Contracting Officer (NCO3).

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. 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.

SERVICE DISRUPTION: The contractor shall immediately report to the COR any and all vehicle breakdowns or other problems, which may cause service disruptions. When a breakdown occurs the contractor shall provide a back-up vehicle to minimize any delay or inconvenience to the customer(s). When conditions, neither foreseeable and/or controllable by the contractor occur, such as severe storms, flooding, hazardous road and travel conditions, time and distance requirements shall be considered secondary to safety precautions. Delays or exceptions to the required quality of services shall be reported to the Travel Clerk, Travel Supervisor or HAC/NAC.

Contractor shall immediately report all incidents and accidents, including those where there is no apparent injury to the patient, which occurs while transporting VA beneficiaries. The drover shall provide a written report documenting the facts of the incident/accident to the COR within 24 hours of the occurrence. The written report shall include the names, addresses, and telephone numbers of any witnesses as well as any applicable Police Reports. Any incidents involving major damage, serious personal injury or loss of life shall be reported to the COR immediately. Records shall be kept for three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service.

PATIENT RIGHTS: The Contractor shall be courteous to VA beneficiaries under their care. Any substantiated mistreatment of patients in the performance of this agreement may be cause for termination of the agreement, or discontinuance of further placement of orders. The VA reserves the right to request removal of any Contractor personnel from transporting VA patients if mistreatment is substantiated. Contractor personnel must be courteous and considerate of all patients they are transporting. The contractor shall notify the COR, in writing within 24 hours of any complaints made by the patients regarding service issues, providing recommendations for improvement.

INCIDENT/ACCIDENT REPORT: The contractor MUST file a report the same day if an incident/accident should occur involving the welfare of patient while transporting the patient. The report shall be filed and reported to the COR during regular business hours (8:00 am – 4:30 pm) or to the HAC 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 execution of agreement 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, police report if available, etc.) with recommended/implemented corrective action within 24 hours of such incident to the Contracting Officer with a copy to the Patient Safety Program Manager of the James J. Peters VAMC.

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

INVOICE PROCEDURES:

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

Invoices shall be submitted no later than fifteen (15) calendar days following the end of the month of services and are to include all services provided under the agreement for the preceding month. Invoices shall specify the agreement number, patient name and identification number, date of service, and pick-up

and delivery points, person calling in the travel request, mileage, wait times (if applicable) and total number of trips for the month.

A copy of all applicable trip reports shall be attached to the invoice. The date of payment will be computed from the date a proper invoice is received by the VA. When non-authorized service runs are referenced on an invoice, the VA Travel Clerk, after discussion with the Contractor, may delete and initial the service. This will assist the Contractor in expediting the invoices. Invoices are to be submitted to the following address:

Department of Veterans Affairs
Financial Services Center
PO Box 149971
Austin, TX 78714-8971

Attn: Business Office
James J. Peters VAMC
130 W. Kingsbridge Rd
Room 9A-30
Bronx, NY 10468

NOTE: This is the payment office.
Ensure that original invoices are sent
Here for payment.

NOTE: Copies sent here for verification

The VA will review and reconcile invoices with travel forms and VA 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 agreement. A final determination will be made, within 30-days, after notifying the Contractor of charges being suspended.

QUALIFICATIONS: *The Contractor must be licensed as both an advanced and basic life support ambulance service by the State of New York and outside the limits to provide Emergency Medical Services. The Contractor must maintain licensure/certification with the State of New York, throughout the life of the agreement. License/certification lapses or expiration is grounds for termination of the agreement or discontinuance of further ordering from the Contractor.*

The Contractor must maintain documentation demonstrating they meet all requirements of Federal, State, and County or City codes regarding operation of this type of service. Documentation shall be made available to the VA immediately upon request for the duration of this agreement.

COMMISSION ON ACCREDITATION OF AMBULANCE STANDARDS:

The Contractor shall perform required services in accordance with the standards of the Commission on Accreditation of Ambulance Services, established principles and ethics of the medical profession established by the American Medical Association (AMA) and American College of Emergency Physicians (ACEP).

The Contractor, upon request, shall provide quality data and information related to services provided and participate in VA Medical Center Performance Improvement Programs when requested to do so. Upon request the Contractor shall also provide documentation of the competency of staff that will be providing services under the agreement.

The Contractor will be responsible for ensuring Contractor employees providing work under this agreement are fully trained and completely competent to perform the required work; they will also be required to maintain records that document competence/performance level of employees working under this agreement. Upon request the Contractor shall provide a current copy of the competence assessment checklist and annual performance evaluation to the Contracting Officer's Representative (COR) for each Contractor employee working under this agreement.

CONTRACTOR PERSONNEL:

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

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

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

Contractor must maintain records of each employee as to character and physical capabilities of performing the services of a driver and/or attendant. A record of each employee as to character, physical capabilities, and qualifications performing the duties of an ambulance driver or attendant must be maintained at the Contractor's establishment and made available for inspection upon request of the Contracting Officer or COR.

A roster of Paramedics, Registered Nurses (RN), Emergency Medical Technicians (EMT), and Non-emergency Attendant Drivers (EMTs and LPNs if used to provide these services) shall be furnished to the Contracting Officer or COTR upon request, and shall contain the following information:

- Name
- Paramedic or EMT license number
- Driver's license number
- Date of initial training
- Date of refresher training

EMERGENCY MEDICAL TECHNICIAN (EMT): Emergency Medical Technicians providing emergency services on ambulances servicing JJP VAMC and clinics must have the following qualifications:

Have completed training in accordance with standards published by the New York State Department of Health and Human Services with a minimum curriculum of 81 hours or "equivalent: including an in-hospital training period. Such training period must also be acceptable under the regulating requirements for local EMS systems supported by DHHS and PL 93-154.39 Fed. Reg. 24.304 (1974).

Evidence of the "equivalent training program successfully completed by the EMT, for inspection purposes, must be submitted to the Contracting Officer with the Offerors proposal.

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. Certificates shall be submitted with proposal.

The EMT must be enrolled periodically in "refresher" continuing education or advances training programs as required by the local, state or government entity in which the service is rendered to veterans but no instance shall this be less frequently than every two (2) years.

Such "refresher" training must be equivalent to that developed by the Department of Transportation National Highway Safety Administration. Evidence of successful completion for "refresher" training must be submitted to the Contracting Officer when updated periodically as required by the governmental entity.

NON-EMERGENCY ATTENDANT/DRIVERS: Prices include non-emergency medical technicians and/or drivers as appropriate. They shall be an Emergency Medical Technician and Driver on board each time a patient is transported. The contractor shall maintain a record of each employee as to the character, current driving records and physical capabilities or each employee performing the duties of an ambulance driver or attendant and be made available for inspection upon request by the COR. Technicians and

drivers must be capable to administer oxygen and have successfully completed the Standard and Advances First Aid Courses of the American Red Cross or U.S. Bureau of Mines, or equivalent. Proof in the form of the current certificate that such first aid training has been successfully completed shall be submitted to the CO with the Offerors proposal. An additional record of each employee showing that the employee performance transportation service for or coming in contact with patients of the JJP VAMC is screened and found to be free of any infectious or communicable diseases on an annual basis. Qualifications of the attendants shall be submitted to the CO prior to award. The COR reserves the right to obtain copies of all qualification records for JJP VAMC local files. New drivers shall be made available to the CO and/or COR prior to commencement of the individual transporting VA patients.

PARAMEDICS: Paramedics providing emergency services on ambulances servicing the JJP VAMC shall have the following qualifications:

Complete training in accordance with the standard published by the New York Department of Public Health to be licensed in the state of New York.

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. Proof of such certification must be certification must be submitted to the CO with the Offerors proposal.

The paramedic must be enrolled periodically in “refresher” continuing education, or advanced training programs as required by the local or state government entity in which the service is rendered to veterans, but in no instance shall this be less frequently than every three (3) years. Such “refresher” training must be equivalent to that developed by the Department of Transportation, National Highway Safety Administration. Proof of such refresher training must be submitted to the CO for appropriate action/review as required by government entity.

Must possess EMT-P Card.

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

Contractor shall ensure each ALS and BLS driver who operates a permitted vehicle meets qualifications as required by the State of New York, and shall be responsible for assuring that its drivers are knowledgeable and competent in emergency vehicle operations and thoroughly familiar with the vehicles assigned.

Ambulance drivers must complete all State of New York licensing requirements.

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.

All Contractor employees must be enrolled periodically in “refresher” continuing education or advanced training programs as approved and required by the State of New York, Department of Health Bureau of Emergency Medical Services. 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.

Background Criminal Checks and Investigations. Contractor must provide a copy of the State of New York background criminal check. Copies of all background criminal checks and investigations must be provided to the Contracting Officer within 30 days after award of the Contract. Performance of the contract cannot begin until these documents have been received by the Contracting Officer

NOTE: The offeror must screen all employees to ensure that they meet core competencies on an annual basis; that they have performed a criminal background check on any staff member who will be treating or transporting patients etc. The CO or designated COR will inspect Contractor records to determine if training is current and training standards are up-to-date.

VEHICLES: The ambulances used under the terms of this agreement shall be licensed and meet the minimum requirements governing emergency vehicles that is mandated by the Department of Transportation of the State of New York under Chapter VI of the Transportation Regulations and mandated by the State of New York Public Health Law for Emergency Medical Services, such compliance shall be maintained in current state throughout the term of the contract.

Each vehicle shall be equipped in accordance with the Federal Specification for Ambulances, KKK-A-1822F and which such safety items as required by Federal State and Local authorities in the area in which the vehicles are operated. In the future, if any items are required by Federal, State and Local authorities in the area in which the vehicles are operated, they shall be added to each vehicle. Proof of compliance with Federal, State and Local authorities shall be provided upon request by the COR. Each ambulance shall be equipped with not less than the following equipment at no additional charge to the Government:

First aid kit with Band-Aids, gauze, elastic bandages, sterile gauze pads, triangular bandages, cleansing wipes, tape scissors, eye pads, ammonia inhalants, sterile gloves etc.

Two-way radio or portable phone

Face masks/nasal cannulae

Splints

Blood tubes

Oxygen and oxygen breathing apparatus in good operating condition. Oxygen masks must be of the disposable type.

Shall have one ambulance cot and collapsible stretcher.

IV supplies, including pumps – when required

Monitors, defibrillators, mounting brackets

(10) Shall have adequate straps to secure the patient safely to stretcher or ambulance cot and adequate means of securing the stretcher or ambulance cot within the vehicle.

(11) Shall have adequate supply of sanitary sheets, pillows, pillowcases, blankets, urinals and emesis basins.

The Department of Veterans Affairs will not be responsible for providing items that normally would be used or required for comfort, safety, or necessity of the patients being transported. These items include but are not limited to wrist restraints, disposable gloves, large pampers, linens, blankets, bedpans, urinals, emesis basins, pillows, and all other items normally stocked in ambulances.

The Contractor must have an adequate number of vehicles to meet the requirements of this agreement, along with the evidence of satisfactory vehicle inspection prior to use under this agreement.

Staffing of ALS and BLS vehicles must maintain the appropriate number and type of staffing as required by the aforementioned State of New York laws and regulations.

Vehicles and equipment used in the performance of this agreement 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.

All vehicles shall be smoke free and have “No Smoking” signage posted.

The Contractor shall notify the Contracting Officer of all changes/additions/deletions of vehicles and equipment after execution of this agreement.

The Department of Veteran Affairs reserves the right to thoroughly inspect Contractor vehicles prior to execution of the agreement and at any time while the agreement is in effect. Mechanical defects noted at the time of inspection must be corrected and the ambulance (s) re-inspected prior to use under this agreement.

AMBULANCE MEDICAL EQUIPMENT:

Every ambulance in service under this agreement shall be equipped as required by the State of New York and carry at least the minimal equipment necessary for the type of service to be provided, as determined by standards adopted by the State of New York.

Each emergency care vehicle shall have patient compartment facilities, oxygen and suction systems and equipment, environmental climatic equipment communications and additional systems equipment accessories and supplies as required by the applicable codes, rules and regulations established by Federal, State and Local regulating authorities.

TRAINING:

Emergency Medical Technicians (EMT) providing emergency services on this agreement must meet the following training requirements:

Have completed training in accordance with the standard published by the US Department of Health and Human Services and follow State of New York requirements. EMT's must have a minimum curriculum of 81 hours or equivalent including an in-hospital training period. Such training program must also be acceptable under the regulating requirements for local EMS systems supported by DHHS and PL 93-154, 39 Fed. Reg. 24,304 (1974). EMTs must also meet ongoing re-certification requirement standards determined by the State of New York.

Evidence of the "equivalent" training program successfully completed by the EMT must be submitted to the Contracting Officer before execution of the agreement. Failure to provide the requested evidence of training will result in an offeror being determined non-responsive and that offer will not be considered for establishment of an agreement.

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 agreement must be submitted to the Contracting Officer.

Have completed the required all emergency medical technician and paramedic re-certification training. The rules shall provide that all re-certification 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.

INSURANCE COVERAGE:

Throughout the effective period of this agreement, the Contractor shall possess insurance coverage in the minimum amounts to satisfy VAAR clause 852.237-71, Indemnification and Insurance. Any lapse in required coverage could result in discontinuance of further ordering. Prior to the start of performance the Contractor must submit to the Contracting Officer their certificate of insurance coverage evidencing required levels.

INSPECTIONS:

Before execution or during the effective period of the agreement, the VA reserves the right to thoroughly inspect and investigate the establishment, facilities, business reputation, and other licensure and qualifications of the Contractor.

CONTRACTOR PRIVACY/SECURITY TRAINING: All Contractor employees shall complete the VA's on-line Security Awareness Training Course and Privacy Awareness Training Course annually within 15 days of the contract period of performance. Contractors shall provide signed certifications of completion to the COR during each year of the contract in addition to providing a signed Statement of Commitment and Understanding within the first 30 days of the period of performance for each employee. This requirement is in addition to any other training that may be required of the contractor.

HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND CONFIDENTIALITY OF PATIENT RECORDS:

The VAMC and the Contractor are required to comply with all of the provisions of the Privacy Act of 1974, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as all applicable VHA regulations, which are obtainable at <http://www.hipaa.org/> and <http://www1.va.gov/vhapublications/>. The Contractor shall not maintain and/or share sensitive or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business agreement.

CONFIDENTIALITY OF PATIENT RECORDS: The Contractor, as a VA provider, will assist in the provision of health care to patients seeking such care from or through VA. As such, the Contractor is considered as being part of the Department health care activity. Contractor is considered to be a VA provider for purposes of the Privacy Act, Title 5 USC 552a. Further, for the purpose of VA records access and patient confidentiality, Contractor is considered to be a VA contractor may have access, as would other appropriate components of VA, 7362. Therefore, Contractor may have access, as would other appropriate components of VA, to patient medical records including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. The Contractor is restricted from making disclosures of VA records, or information contained in such records, to which it may have access, except to the extent that explicit disclosure authority from VA has been received. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA.

The records referred to above shall be and remain in property of VA and shall not be removed or transferred from VA except in accordance with U.S.C. 551a (Privacy Act), 38 U.S.C.5701 (Confidentiality of Claimant Records) 38 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's record, at VA's place of business on requesting during normal business hours, to inspect and review and make copies of such records.

DISPOSITION OF RECORDS: The Contractor must notify the COR prior to the destruction of any records. The Contractor shall dispose of archived records in accordance with the following The Joint Commission regulations:

Records Control Schedule (RCS) 10-1, Section XXVI.
M1, Part I, Chapter 5, Patient Records.
The Joint Commission, Standards IM.2 and IM.3.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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

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

SAFETY REQUIREMENTS:

In order to protect the lives and health of patients, the Contractor shall take such safety precautions as the Contracting Officer, or COTR may determine to be reasonably necessary. The Contracting Officer or COTR 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.

The Contractor is responsible for compliance with all federal, state and local fire safety codes, regulations and standards. In the event of a finding of non-compliance, the situation will be corrected prior to dispatch of that particular vehicle and/or equipment.

INFECTION CONTROL:

Contractor employees shall receive ongoing training on universal precautions and infection control as appropriate to their duties. Contractor personnel 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 personnel who have the cold, flu, chickenpox, measles, or any other contagious disease or have been in the presence of a contagiously ill person until personnel are well or no longer symptomatic.

BLOOD-BORNE PATHOGENS:

Contractor employees shall be trained in and shall follow all OSHA, state and local laws, regulation and guidance when working with patients and in situations with a risk of exposure to blood-borne pathogens.

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 on VA grounds. The Contractor shall not dispose of any bio-hazardous materials at any location on the premises except as specified by the Contracting Officer.

CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP):

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

An inspection plan covering all services required by this agreement: 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.

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.

Internal procedures for updating medical service protocols: The Contractor must have established internal procedures for updating medical service protocols, which 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 services must be communicated in writing to the Contracting Officer.

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.

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 agreement.

A log of all requests for service: The Contractor must use a log to account for all requests for services. The log shall contain the same information recorded on the trip report. The log shall also contain a patient trip evaluation section, which should be completed for ongoing monitoring of customer comments.

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

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

MISCELLANEOUS:

Contractor employees shall conduct themselves in a professional manner at all times while performing services under this agreement.

Vehicles transporting VA beneficiaries may not transport non-VA patients on the same transport under this agreement.

All employees shall be dressed in uniform with a name badge displayed.

PERFORMANCE STANDARDS:

The Contractor is expected to meet all of the requirements of this contract at all times. Due to the nature of this requirement, if the services are not performed in a timely and professional manner patient health and safety may be compromised, the following performance standards are included.

The last month of each contract year the Contracting Officer will review contract compliance reports submitted by the COR. When total compliance falls to 98% or below, an amount equaling 1% of the expenditures for the contract year will be deducted from that month's payment.

Amounts deducted from billing may be reduced by the Contracting Officer upon submission of mitigating evidence by the Contractor.

PERFORMANCE SURVEILLANCE PLAN / MONITORING PROCEDURES:

Please provide a Quality Assurance Surveillance Plan (QASP), specifying the Offerors plan of action to manage all management and technical requirements of this contract. The Quality Assurance Surveillance Plan is to be designed to monitor contract compliance. The COR will implement the plan to provide effective and systematic surveillance of all aspects of this contract. The surveillance plan will employ various monitoring methods.

Periodic Inspection: The contractor's facility, methodologies, and quality control procedures may be examined by the COR at any time during the life of the contract. Examinations may be either scheduled or random findings documented by the COR, or authorized designee, on the Surveillance Activity Checklist.

Random Basic Inspection: Contract requirements are to be monitored on a random basis. The COR, or authorized designee, will randomly visit areas to check for compliance with contract requirements. Findings will be recorded on the Surveillance Activity Checklist.

The objective of the QASP is to evaluate how the contractor is performing in key areas. Of primary interest is the quality of the services provided in accordance with contract requirements. Specific areas as outlined in Exhibit A will be closely scrutinized.

Revisions may be executed by the Government to the QASP as a joint responsibility of the Contracting Officer and COR.

B.5 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Basic Life Support (BLS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017	240.00	TRIPS		
0002	Basic Life Support (BLS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017	3,744.00	MILES		
0003	Basic Life Support (BLS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017	18.00	HOURS		
0004	Advanced Life Support (ALS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017	140.00	TRIPS		
0005	Advanced Life Support (ALS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017	3,744.00	MILES		
0006	Advanced Life Support	18.00	HOURS		

	(ALS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017				
0007	Annual Toll Charges allocable to service- Not To Exceed (NTE) Contract Period: Base POP Begin: 10-01-2016 POP End: 09-30-2017	1.00	LT	_____	<u>\$1800.00</u>
1001	Basic Life Support (BLS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	240.00	TRIPS	_____	_____
1002	Basic Life Support (BLS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	3,744.00	MILES	_____	_____
1003	Basic Life Support (BLS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	18.00	HOURS	_____	_____
1004	Advanced Life Support (ALS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Option 1 POP Begin: 10-01-2017	140.00	TRIPS	_____	_____

POP End: 09-30-2018					
1005	Advanced Life Support (ALS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	3,744.00	MILES	_____	_____
1006	Advanced Life Support (ALS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	18.00	HOURS	_____	_____
1007	Annual Toll Charges allocable to service- Not To Exceed (NTE) Contract Period: Option 1 POP Begin: 10-01-2017 POP End: 09-30-2018	1.00	LT	_____	<u>\$1,836.00</u>
2001	Basic Life Support (BLS) -One Way Trip Within City Limits (Flat Rate) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	240.00	TRIPS	_____	_____
2002	Basic Life Support (BLS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	3,744.00	MILES	_____	_____
2003	Basic Life Support	18.00	HOURS	_____	_____

	(BLS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019				
2004	Advanced Life Support (ALS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	140.00	TRIPS	_____	_____
2005	Advanced Life Support (ALS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	3,744.00	MILES	_____	_____
2006	(ALS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	18.00	HOURS	_____	_____
2007	Annual Toll Charges allocable to service- Not To Exceed (NTE) Contract Period: Option 2 POP Begin: 10-01-2018 POP End: 09-30-2019	1.00	LT	_____	<u>\$1,872.00</u>
3001	Basic Life Support (BLS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Option 3	240.00	TRIPS	_____	_____

	POP Begin: 10-01-2019 POP End: 09-30-2020				
3002	Basic Life Support (BLS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	3,744.00	MILES	_____	_____
3003	Basic Life Support (BLS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	18.00	HOURS	_____	_____
3004	Advanced Life Support (ALS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	140.00	TRIPS	_____	_____
3005	Advanced Life Support (ALS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	3,744.00	MILES	_____	_____
3006	Advanced Life Support (ALS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	18.00	HOURS	_____	_____

3007	Annual Toll Charges allocable to service- Not To Exceed (NTE) Contract Period: Option 3 POP Begin: 10-01-2019 POP End: 09-30-2020	1.00	LT	_____	<u>\$1,909.00</u>
4001	Basic Life Support (BLS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	240.00	TRIPS	_____	_____
4002	Basic Life Support (BLS) - Mileage Rate beyond city limits (this rate is in addition to the flat rate awarded per trip) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	3,744.00	MILES	_____	_____
4003	Basic Life Support (BLS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	18.00	HOURS	_____	_____
4004	Advanced Life Support (ALS) - One Way Trip Within City Limits (Flat Rate) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	140.00	TRIPS	_____	_____
4005	Advanced Life Support (ALS) - Mileage Rate beyond city limits (this rate is in addition to the	3,744.00	MILES	_____	_____

	flat rate awarded per trip) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021				
4006	Advanced Life Support (ALS) - Wait Time beyond the 15 minute grace period, when required and verified. Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	18.00	HOURS		
4007	Annual Toll Charges allocable to service- Not To Exceed (NTE) Contract Period: Option 4 POP Begin: 10-01-2020 POP End: 09-30-2021	1.00	LT		\$1,947.00
				GRAND TOTAL	

SECTION C - CONTRACT CLAUSES

C.1 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.2 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)

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

(39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) 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 (JUL 2014) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.4 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 Effective Date of Contract through End of Period of Performance.

(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.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 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 2,500 trips;

(2) Any order for a combination of items in excess of 2,500 trips; or

(3) A series of orders from the same ordering office within 365 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 1 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.6 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 end of period of performance.

(End of Clause)

C.7 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 14 calendar days prior to end of the period of performance.

(End of Clause)

C.8 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 14 calendar days prior to end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar 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 60 months.

(End of Clause)

C.9 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small

business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror,

the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been

designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the *ISR* resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of Clause)

C.10 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.11 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

C.12 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (JAN 2008)

(a) Indemnification. The contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this agreement. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the contractor, and subject to the approval by the contracting officer of the sources, insurance coverage may be employed as guaranty of indemnification.

(b) Insurance. Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and aircraft liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per aircraft used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(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 852.215-70 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)

C.15 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.16 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 New York. 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.17 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at

<http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The written report shall be addressed to:

Director, Health Information Governance

Department of Veterans Affairs – Veterans Health Administration

Office of Informatics and Analytics (10P)

810 Vermont Avenue NW

Washington, DC 20420

and submitted by email at VHABAAIssues@va.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

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

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

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

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

**Department of Veterans Affairs
Veterans Health Administration**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

See attached document: Attachment PAST PERFORMANCE QUESTIONNAIRE.

See attached document: Attachment WAGE DETERMINATION.

See attached document: Attachment. VA Handbook 6500. National Rules of Behavior.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

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

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

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

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

(End of Provision)

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:

INSTRUCTIONS TO OFFERORS

Submission of Proposals

Proposals shall be received no later than the offer due date and time stated in Block 8 of the 1449. Proposals received after this time will not be considered for award.

Proposals not following the specific instructions within this solicitation may not be considered further for evaluations towards this requirement.

1. General Offeror Instructions

Proposals shall clearly demonstrate an understanding of requirements, as well as convey the Offeror's capability for transforming its understanding into successful performance under the terms of a contract(s) resulting from the RFP.

A complete Proposal shall consist of a cover letter, a technical submission, a past performance submission, and a price submission. Incomplete Proposals will be considered non-responsive and may not be further evaluated.

2. Proposal Content and Submission Instructions

Offerors are responsible for ensuring that Proposals fully comply with all requirements. Each Proposal shall clearly demonstrate that the Offeror understands the technical requirements of the Statement of Work (SOW). Failure to explain Offeror's ability to meet all requirements may result in the Offeror's Proposal not being considered.

The narrative shall provide the Government with a reasonable assurance that the company has the relevant experience, capacity and capability required to meet potential Contract requirements. A restatement of the Statement of Work will be deemed unacceptable and may result in the assignment of a lower technical rating.

3. Format for Submission

All items shall be submitted as described below. The Offeror shall submit one (1) non-redacted electronic version emailed with all proposal materials, as well as one(1) fully redacted electronic version to the Contracting Officer by the specified due date/time.

The non-redacted version shall include: Technical, Past Performance, Price and SDVOSB and VOSB Preference Information.

The redacted version shall include: Redacted Technical, Redacted Past Performance and Redacted SDVOSB and VOSB Preference Information.

NOTE: Offerors shall label their redacted version with an undistinguishable 6 digit numerical code. Redacted versions shall be in plain text form only utilizing bold, italics, underline, etc..., and shall not include graphics or any identifiable illustrations. Pricing information shall not be included in the redacted version.

Past Performance Questionnaires (See Section D: Attachments) - at least 3 are to be submitted to the Contracting Officer, either by the Offeror or by the Questionnaire Respondent. These are required prior to the offer due date stated in Block 8 of the 1449.

Price Submission - shall be submitted using the Price/Cost Schedule of Section B.5 of the solicitation.

Technical Submission -

Technical submission shall include a signed copy of the 1449.

Technical submission shall be legible, single-spaced, typewritten (double-sided preferred), Times New Roman font (or comparable), no smaller than 11 point type-size, on 8 ½ x 11 inch paper.

SDVOSB and VOSB Preference – see Evaluation Factors at 52.212-2.

a) For SDVOSBs / VOSBs: 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>).

(b) 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 this factor.

EVALUATION CRITERIA AND SELECTION PROCESS

Evaluations will be conducted in accordance with the FAR Part 15. The Contract or (Contracts) will be awarded to the Offeror whose Proposal conforms to the solicitation and is most advantageous to the Government and represents the best value, price and other factors considered. All proposals will be evaluated to determine that the offered price(s) reflects a technical understanding of the requirements and those considered unrealistic may be rejected.

VA will determine best value to the Government based on evaluation of price as submitted only for the estimated quantities provided on the Price/Cost Schedule and non-price factors considered.

NOTE: The government reserves the right to award this contract to other than the lowest price technically acceptable Offeror.

BASIS FOR AWARD:

The Government will award a contract(s) resulting from this solicitation to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the Government, price and other factors considered. All Proposals will be evaluated to determine that the offered price(s) reflects a technical

understanding of the requirements and those considered unrealistic may be rejected.

To receive consideration for award, proposals must receive an overall rating of no less than:

- i. “Acceptable” for the overall rating under Management
 - ii. “Acceptable” for the overall rating under Technical
 - iii. “Acceptable / Neutral” for Past Performance
 - iv. “Acceptable / Neutral” for SDVOSB and VOSB Preference
 - v. Price must be determined to be “Fair and Reasonable” in accordance with FAR 12.209.
-
- a) The Government intends to evaluate offers and award a contract(s) without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms from a technical, past performance, and price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. This statement is not to be construed to mean that the Government is obligated to conduct exchanges. Note that FAR Part 15 procedures do apply to evaluation of the Proposals and will be used. An Offeror may be eliminated from consideration for award without further exchanges if its technical and/or pricing Proposals are not among those considered most advantageous to the Government based on a best value determination.
 - b) Offerors are cautioned to submit sufficient information and in the format specified in FAR §52.212-1 and this Addendum. Offerors may be asked to clarify certain aspects of their proposal (e.g., the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Communication conducted to resolve minor or clerical errors will constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.
 - 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.

GOVERNMENT POINT OF CONTACTS FOR RFP

Eric Santoyo

Contracting Officer

Department of Veterans Affairs, SAO East

323 North Shore Drive

Pittsburgh, PA 15212

Phone 412-822-3487

E-mail: Eric.Santoyo@va.gov

All written correspondence regarding the RFP shall be sent to the Contracting Officer.

SUMMARY OF SUBMITTAL DATES

Deadline for Questions is Wednesday, August 10, 2016 at 1600 Eastern. No questions will be accepted after this date and time.

Deadline for Past Performance Surveys is Monday, August 22, 2016 at 1600 Eastern.

Deadline for Proposal Submission is Monday, August 22, 2016 at 1600 Eastern.

E.2 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:

Factor 1: Management

Factor 2: Technical Capability

Factor 3: Past Performance

Factor 4: SDVOSB and VOSB Preference

Factor 5: Price

Technical and past performance, 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)

Factor 1: Management. Describe the company's quality control program, tailored toward meeting the requirements of the solicitation, which will ensure prompt and quality service. Please

address in the event of a vehicle breakdown, inclement weather or natural disaster and other emergency situations.

Factor 2: Technical Capability. Describe the company's ability to provide ambulance services as described in the statement of work.

- a) Describe how the Offeror intends to provide coverage when VA needs may be in excess of the Contractor's own fleet.
- b) Describe how the Offeror will ensure his/her ability to meet various peak time periods and ensure request for service response time meet SOW requirements.
- c) Describe the computer technology that will be used in maintaining records of scheduled and unscheduled patient pick-ups and deliveries.
- d) Describe the Offeror's ability to provide service within the response times stated in the SOW.
- e) Offeror vehicles and personnel must meet Federal Department of Transportation regulations to provide special needs transportation in New York to be considered for award. Offerors shall provide the following documents with their quote:
 1. List of all vehicles (including make, model and year) and vehicle identification number (VIN), as well as location of hub/main office. This list must contain information as to the metering devices or methods offeror proposes to use in determining mileage.
 2. Copy of insurance certificate(s)
 3. Copy of business license(s)
 4. Inspection report for all vehicles.
 5. Proof that Contractor vehicles are licensed and meet minimum requirements as mandated by the Department of Transportation of the State of New York, as described in the SOW.
 6. Provide proof that all drivers are fully trained, certified and licensed in accordance with NYS Department of Health and other regulatory requirements, as stated in the SOW.

Factor 3: Past Performance. A past performance questionnaire template is included with this solicitation, in Section D: Attachments. Offeror shall provide the questionnaire to at least **three (3) references**, to whom the Offeror has provided the same or similar services of the magnitude described in this solicitation. Completed questionnaires shall be submitted to the contracting officer by either the Offeror or the Reference. Completed questionnaires shall be received no later than the offer due date and time stated in Block 8 of the 1449.

Factor 4: SDVOSB and VOSB Preference.

In an effort to achieve socioeconomic small business goals, VA will evaluate offerors based on their service-disabled Veteran-owned small business (SDVOSB) or Veteran-owned small business (VOSB) status, and their proposed use of eligible SDVOSBs and VOSBs as subcontractors or team members. All subcontracting plan requirements listed in this RFP shall be

addressed in your response. You cannot ask other people to do this. SDVOSB and VOSB are based on ownership status and have nothing to do with employees.

(a) 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>).

(b) 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 this factor.

(c) With regard to the requirements of registration and verification in the VetBiz database, reference VAAR 804.1112.

Factor 5: Price. All pricing will be evaluated on a total price basis based on the estimated quantities, to include option years of the contract. 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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(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 \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract 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.

(1) *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. By submission of its offer, the offeror represents that—

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

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

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.6 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its

organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(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

Service Area Office East
323 North Shore Dr.
Suite 500
Pittsburgh PA 15212
Mailing Address:

Department of Veterans Affairs

Service Area Office East
323 North Shore Dr.
Suite 500
Pittsburgh PA 15212

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

(End of Provision)

E.8 VAAR 852.233-71 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)

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 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.11 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)

E.12 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)