

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 103
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
			VA263-16-Q-0406	12-22-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Greg Johnson gregory.johnson12@va.gov	b. TELEPHONE NO. (No Collect Calls) 605-336-3230 X7847	8. OFFER DUE DATE/LOCAL TIME 01-12-2017 4 PM	
9. ISSUED BY Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105		CODE 00438/90C	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621910 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: \$15 Million <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
				13b. RATING N/A	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105		CODE 00438/90C	16. ADMINISTERED BY Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105		
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		CODE _____	18a. PAYMENT WILL BE MADE BY Tungsten Network Electronic Invoicing http://www.tungsten-network.com/customer-campaigns/veterans-affairs/ PHONE: _____ FAX: _____		
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			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Indefinite Delivery Indefinite Quantity Contract to provide Emergent and Non-Emergent Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Ambulance Transportation Service for the VA Central Iowa Health Health Care System (VACIHCS). Review the Performance Work Statement (PWS) and Price/Cost Schedule for additional information. This Request for Quote (RFQ) is conducted under FAR Part 13.5, Simplified Procedures for Certain Commercial Items and FAR Part 12, Acquisition of Commercial Services. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-92 dated 11-18-2016. The Government intends to award a Fixed Price Indefinite Delivery Contract with four (4) option periods to a Veteran-Owned Small Business. The Lowest Price Technically Acceptable (LPTA) source selection process shall be used to evaluate offers. Offerors shall review solicitation submission requirements for required documentation to be submitted with offers. (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA As Cited on Each Task Order			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
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.			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		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input type="checkbox"/>			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>		
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) Greg Johnson Contracting Officer		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: Complete SF1449 Section 17a
- b. GOVERNMENT: Contracting Officer 36C438 Greg Johnson (gregory.johnson12@va.gov)

Department of Veterans Affairs
 Network Contract Office 23 (NCO 23)
 2501 W. 22nd St.
 Sioux Falls SD 57105

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

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

3. INVOICES: Invoices shall be submitted in arrears:

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

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. Tungsten Network Electronic Invoicing
<http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

The quantities of services specified in the Schedule are estimates only and are not purchased by this contract. Actual use shall depend on local requirements and number of trips needed.

This is an Indefinite Delivery Indefinite Quantity Contract per FAR Part 16.5. The total maximum quantity of service acquired under the term of the contract (including any exercised option) will not exceed \$4,000,000.00. The total minimum quantity of service acquired under the term of the contract (including any exercised option) will be \$50,000.00. The resultant Task Order will satisfy the Government's contractual minimum guarantee obligation for the base period.

Orders for services will be placed by phone or other means by the Travel Clerk or Administrative Officer on Duty (AOD). Upon award of contract, the contractor will be provided with a list of authorized personnel and appropriate contact phone numbers. Providing transport upon the request from other than authorized personnel may result in non-payment of transport by the Government.

NOTE:

- a. The quantity listed in the "Estimated QTY" column is an estimated amount and actual use will depend upon patient need. The Government only guarantees a minimum award amount listed above.
- b. CLIN = Contract Line Item Number

Base Year: April 1, 2017 thru March 31, 2018

Emergency Advanced Life Support Vehicle with EMT-P Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the Performance Work Statement (PWS).

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Base Rate – For any trip within the city limits	100	Per Trip	\$	\$
0002	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	3500	Miles	\$	\$
0003	Trips to Minneapolis, MN; ALL INCLUSIVE	12	Trips	\$	\$
0004	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
0005	Trips to Omaha, NE ALL INCULSIVE	10	Trips	\$	\$

Non-Emergency Advanced Life Support Vehicle with EMT-P Attendant to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0006	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
0007	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
0008	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
0009	Trips to Iowa City, IA ALL INCLUSIVE	20	Trips	\$	\$
0010	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Emergency Advanced Life Support Vehicle with Critical Care Paramedic Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0011	Base Rate – For any trip within the city limits	10	Per Trip	\$	\$
0012	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	500	Miles	\$	\$
0013	Trips to Minneapolis, MN; ALL INCLUSIVE	2	Trips	\$	\$
0014	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
0015	Trips to Omaha, NE ALL INCULSIVE	5	Trips	\$	\$

Non-Emergency Basic Life Support Vehicle with EMT-B Attendant includes emergency care for patients needing oxygen and other first aid types of treatment in accordance with the requirements Advanced Emergency Medical Care listed in PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0016	Base Rate – For any trip	225	Per	\$	\$

	within the city limits		Trip		
0017	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
0018	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
0019	Trips to Iowa City, IA ALL INCLUSIVE	15	Trips	\$	\$
0020	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Non-Emergency Lie-Down with EMT Attendant includes care for patients needing to be transported in a reclined position and oxygen.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0021	Base Rate – For any trip within the city limits	150	Per Trip	\$	\$
0022	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	400	Miles	\$	\$
NA	BASE YEAR CLIN 0001 Through 0022				\$

Additional items that may be required.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0023	Administration of Oxygen	60	Trips	\$	\$
0024	Additional Attendant if requested	5-10 per Year	Trip	\$	\$
	Waiting Time when required, verified, per hour: See PWS entitled Waiting Time.				
0025	Waiting Time- Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
0026	Waiting Time-Non- Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$

0027	Waiting Time-Non-Emergency Basic Life Support Vehicle	60 per Year	Hour	\$	\$
0028	Waiting Time-Non-Emergency lie-Down Transport	60 per Year	Hour	\$	\$
0029	Charge for Bariatric persons	10	Each	\$	\$
0000	BASE YEAR CLIN 0001 Through 0029				\$

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Option Year 1: April 1, 2018 thru March 31, 2019

Emergency Advanced Life Support Vehicle with EMT-P Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the Performance Work Statement (PWS).

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Base Rate – For any trip within the city limits	100	Per Trip	\$	\$
1002	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	3500	Miles	\$	\$
1003	Trips to Minneapolis, MN; ALL INCLUSIVE	12	Trips	\$	\$
1004	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
1005	Trips to Omaha, NE ALL INCULSIVE	10	Trips	\$	\$

Non-Emergency Advanced Life Support Vehicle with EMT-P Attendant to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1006	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
1007	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
1008	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
1009	Trips to Iowa City, IA ALL INCLUSIVE	20	Trips	\$	\$
1010	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Emergency Advanced Life Support Vehicle with Critical Care Paramedic Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1011	Base Rate – For any trip within the city limits	10	Per Trip	\$	\$
1012	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	500	Miles	\$	\$
1013	Trips to Minneapolis, MN; ALL INCLUSIVE	2	Trips	\$	\$
1014	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
1015	Trips to Omaha, NE ALL INCULSIVE	5	Trips	\$	\$

Non-Emergency Basic Life Support Vehicle with EMT-B Attendant includes emergency care for patients needing oxygen and other first aid types of treatment in accordance with the requirements Advanced Emergency Medical Care listed in PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1016	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
1017	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
1018	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
1019	Trips to Iowa City, IA ALL INCLUSIVE	15	Trips	\$	\$
1020	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Non-Emergency Lie-Down with EMT Attendant includes care for patients needing to be transported in a reclined position and oxygen.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1021	Base Rate – For any trip within the city limits	150	Per Trip	\$	\$
1022	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	400	Miles	\$	\$

NA	Option Year 1 CLIN 1001 Through 1022				\$
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Additional items that may be required.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1023	Administration of Oxygen	60	Trips	\$	\$
1024	Additional Attendant if requested	5-10 per Year	Trip	\$	\$
	Waiting Time when required, verified, per hour: See PWS entitled Waiting Time.				
1025	Waiting Time- Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
1026	Waiting Time-Non-Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
1027	Waiting Time-Non-Emergency Basic Life Support Vehicle	60 per Year	Hour	\$	\$
1028	Waiting Time-Non-Emergency lie-Down Transport	60 per Year	Hour	\$	\$
1029	Charge for Bariatric persons	10	Each	\$	\$
1000	Option Year 1 CLIN 1001 Through 1029				\$

Option Year 2: April 1, 2019 thru March 31, 2020

Emergency Advanced Life Support Vehicle with EMT-P Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the Performance Work Statement (PWS).

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Base Rate – For any trip within the city limits	100	Per Trip	\$	\$
2002	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	3500	Miles	\$	\$
2003	Trips to Minneapolis, MN; ALL INCLUSIVE	12	Trips	\$	\$
2004	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
2005	Trips to Omaha, NE ALL INCULSIVE	10	Trips	\$	\$

Non-Emergency Advanced Life Support Vehicle with EMT-P Attendant to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2006	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
2007	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
2008	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
2009	Trips to Iowa City, IA ALL INCLUSIVE	20	Trips	\$	\$
2010	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Emergency Advanced Life Support Vehicle with Critical Care Paramedic Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2011	Base Rate – For any trip within the city limits	10	Per Trip	\$	\$
2012	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	500	Miles	\$	\$
2013	Trips to Minneapolis, MN; ALL INCLUSIVE	2	Trips	\$	\$
2014	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
2015	Trips to Omaha, NE ALL INCULSIVE	5	Trips	\$	\$

Non-Emergency Basic Life Support Vehicle with EMT-B Attendant includes emergency care for patients needing oxygen and other first aid types of treatment in accordance with the requirements Advanced Emergency Medical Care listed in PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2016	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
2017	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
2018	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
2019	Trips to Iowa City, IA ALL INCLUSIVE	15	Trips	\$	\$
2020	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Non-Emergency Lie-Down with EMT Attendant includes care for patients needing to be transported in a reclined position and oxygen.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2021	Base Rate – For any trip within the city limits	150	Per Trip	\$	\$
2022	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	400	Miles	\$	\$

NA	Option Year 2 CLIN 2001 Through 2022				\$
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Additional items that may be required.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2023	Administration of Oxygen	60	Trips	\$	\$
2024	Additional Attendant if requested	5-10 per Year	Trip	\$	\$
	Waiting Time when required, verified, per hour: See PWS entitled Waiting Time.				
2025	Waiting Time- Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
2026	Waiting Time-Non-Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
2027	Waiting Time-Non-Emergency Basic Life Support Vehicle	60 per Year	Hour	\$	\$
2028	Waiting Time-Non-Emergency lie-Down Transport	60 per Year	Hour	\$	\$
2029	Charge for Bariatric persons	10	Each	\$	\$
2000	Option Year 2 CLIN 2001 Through 2029				\$

Option Year 3: April 1, 2020 thru March 31, 2021

Emergency Advanced Life Support Vehicle with EMT-P Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the Performance Work Statement (PWS).

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Base Rate – For any trip within the city limits	100	Per Trip	\$	\$
3002	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	3500	Miles	\$	\$
3003	Trips to Minneapolis, MN; ALL INCLUSIVE	12	Trips	\$	\$
3004	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
3005	Trips to Omaha, NE ALL INCULSIVE	10	Trips	\$	\$

Non-Emergency Advanced Life Support Vehicle with EMT-P Attendant to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3006	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
3007	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
3008	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
3009	Trips to Iowa City, IA ALL INCLUSIVE	20	Trips	\$	\$
3010	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Emergency Advanced Life Support Vehicle with Critical Care Paramedic Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3011	Base Rate – For any trip within the city limits	10	Per Trip	\$	\$
3012	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	500	Miles	\$	\$
3013	Trips to Minneapolis, MN; ALL INCLUSIVE	2	Trips	\$	\$
3014	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
3015	Trips to Omaha, NE ALL INCULSIVE	5	Trips	\$	\$

Non-Emergency Basic Life Support Vehicle with EMT-B Attendant includes emergency care for patients needing oxygen and other first aid types of treatment in accordance with the requirements Advanced Emergency Medical Care listed in PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3016	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
3017	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
3018	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
3019	Trips to Iowa City, IA ALL INCLUSIVE	15	Trips	\$	\$
3020	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Non-Emergency Lie-Down with EMT Attendant includes care for patients needing to be transported in a reclined position and oxygen.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3021	Base Rate – For any trip within the city limits	150	Per Trip	\$	\$
3022	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	400	Miles	\$	\$

NA	Option Year 3 CLIN 3001 Through 3022				\$
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Additional items that may be required.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3023	Administration of Oxygen	60	Trips	\$	\$
3024	Additional Attendant if requested	5-10 per Year	Trip	\$	\$
	Waiting Time when required, verified, per hour: See PWS entitled Waiting Time.				
3025	Waiting Time- Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
3026	Waiting Time-Non-Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
3027	Waiting Time-Non-Emergency Basic Life Support Vehicle	60 per Year	Hour	\$	\$
3028	Waiting Time-Non-Emergency lie-Down Transport	60 per Year	Hour	\$	\$
3029	Charge for Bariatric persons	10	Each	\$	\$
3000	Option Year 3 CLIN 3001 Through 3029				\$

Option Year 4: April 1, 2021 thru March 31, 2022

Emergency Advanced Life Support Vehicle with EMT-P Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the Performance Work Statement (PWS).

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Base Rate – For any trip within the city limits	100	Per Trip	\$	\$
4002	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	3500	Miles	\$	\$
4003	Trips to Minneapolis, MN; ALL INCLUSIVE	12	Trips	\$	\$
4004	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
4005	Trips to Omaha, NE ALL INCULSIVE	10	Trips	\$	\$

Non-Emergency Advanced Life Support Vehicle with EMT-P Attendant to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4006	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
4007	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
4008	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
4009	Trips to Iowa City, IA ALL INCLUSIVE	20	Trips	\$	\$
4010	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Emergency Advanced Life Support Vehicle with Critical Care Paramedic Attendant, to include administration and performing medical procedures in accordance with the requirements of Advanced Emergency Medical Care listed in the PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4011	Base Rate – For any trip within the city limits	10	Per Trip	\$	\$
4012	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	500	Miles	\$	\$
4013	Trips to Minneapolis, MN; ALL INCLUSIVE	2	Trips	\$	\$
4014	Trips to Iowa City, IA ALL INCLUSIVE	10	Trips	\$	\$
4015	Trips to Omaha, NE ALL INCULSIVE	5	Trips	\$	\$

Non-Emergency Basic Life Support Vehicle with EMT-B Attendant includes emergency care for patients needing oxygen and other first aid types of treatment in accordance with the requirements Advanced Emergency Medical Care listed in PWS.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4016	Base Rate – For any trip within the city limits	225	Per Trip	\$	\$
4017	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	8000	Miles	\$	\$
4018	Trips to Omaha NE; ALL INCLUSIVE	10	Trips	\$	\$
4019	Trips to Iowa City, IA ALL INCLUSIVE	15	Trips	\$	\$
4020	Trips to Minneapolis, MN ALL INCLUSIVE	10	Trips	\$	\$

Non-Emergency Lie-Down with EMT Attendant includes care for patients needing to be transported in a reclined position and oxygen.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4021	Base Rate – For any trip within the city limits	150	Per Trip	\$	\$
4022	Mileage Rate - Additional rate per mile beyond City limits. One Way Only	400	Miles	\$	\$

NA	Option Year 4 CLIN 4001 Through 4022				\$
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Additional items that may be required.

CLIN	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4023	Administration of Oxygen	60	Trips	\$	\$
4024	Additional Attendant if requested	5-10 per Year	Trip	\$	\$
	Waiting Time when required, verified, per hour: See PWS entitled Waiting Time.				
4025	Waiting Time- Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
4026	Waiting Time-Non-Emergency Advanced Life Support Vehicle	25 per Year	Hour	\$	\$
4027	Waiting Time-Non-Emergency Basic Life Support Vehicle	60 per Year	Hour	\$	\$
4028	Waiting Time-Non-Emergency lie-Down Transport	60 per Year	Hour	\$	\$
4029	Charge for Bariatric persons	10	Each	\$	\$
4000	Option Year 4 CLIN 4001 Through 4029				\$
N/A	Estimated Total Cost (Base + All Options) (0000 + 1000+2000 +3000 +4000)				\$

B.3 PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT Ground Ambulance Transport Services VA Central Iowa Health Care System

1. DESCRIPTION OF REQUIREMENT:

The Contractor shall provide all supervision, personnel, equipment, and supplies to provide emergent and non-emergent advanced life support and basic life support ground ambulance transport services for eligible beneficiaries of the VA Central Iowa Health Care System (VACIHCS), Des Moines Division (DMD). Services must be available twenty-four (24) hours a day seven (7) days a week.

In principle, the contractor shall act as an extension of this facility. Care provided to patients at the scene and in transport shall strictly adhere to all current laws and regulations applicable to the State of Iowa unless supplemented to exceed those requirements as specified herein. The requirements of Iowa Administrative Code [641], Chapter 131 Emergency Medical Services-Provider and Chapter 132 Advanced Emergency Medical care guidelines found at:

<https://www.legis.iowa.gov/law/administrativeRules/chapters?pubDate=04-07-2010&agency=641> shall be followed. Care provided during transfer of a patient from one facility to another shall be in accordance with the orders of the attending physician.

The quantity of trips and mileages indicated in the Price Schedule are estimated only and were based upon historical data. The Government makes no guarantee that these estimates will become actual quantities of trips or mileages.

2. CONTRACTOR VEHICLES AND FACILITY:

Incorporated by Reference: Code of Federal Regulations (CFR) Title 49, Subtitle A, Part 37, Subparts A, E, G; Part 38, Subparts A and B; Part 39, Subparts A, B, F and G. (See <http://www.ecfr.gov>)

- a. The VACIHCS reserves the right to thoroughly inspect and investigate the vehicles, establishment, facilities, business reputation and other qualifications of the contractor. Scheduled and unannounced inspections of the Contractor's vehicles or establishment may be made during the contract performance period.
- b. VACIHCS reserves the right to require documentation of compliance with the contract, and State laws, rules, regulations and guidelines governing transport vehicles. VA inspections of contractor facilities shall in no way constitute a warranty by VA that the contractor's vehicles and equipment are properly maintained.
- c. Vehicles used in this contract must meet the minimum vehicle requirement as established by Iowa Administrative Code Public Health Department (641) Chapters 131

and 132 found at:

<https://www.legis.iowa.gov/law/administrativeRules/chapters?pubDate=04-07-2010&agency=641> and Federal Specifications for Star of Life Ambulance at:

<https://www.gsa.gov/portal/content/100721> . A USDOT Number via the DOT at:

<http://usdotnumber.vpweb.com/DOT.html> shall also be required to transport patients out of state.

- d. Vehicles used for transporting patients must contain the following safety equipment and supplies:
 1. Up to date basic first aid supplies
 2. Cellular phone or 2-way radio
 3. Exam gloves
 4. Cleaning products for managing body fluid spills
 5. Fire extinguisher
 6. Roadside flares and triangles.
 7. Emergency Safety kit
 8. Backboard
- e. In addition to general medical equipment provided on the emergency care vehicle, the ambulance utilized for Advanced Life Support (ALS) shall have equipment for critical patient care such as monitors, defibrillators, intubations equipment, intravenous (IV) therapy sets and set up, medications, patient compartment facilities, oxygen and suction system equipment accessories and must meet all applicable requirements, including Federal and State ordinances and requirements. Vehicles must be equipped with an inverter capable of supporting multiple IV Pumps (up to four).
- f. The Contractor ambulance will be equipped with a portable oxygen unit and an on-board oxygen system at all times.
- g. Vehicles with body damage, broken windows, body rust and missing body parts shall not be used in the performance of this contract. The interior of the vehicles utilized in the performance of this contract shall be kept clean and in good repair.
- h. VA reserves the right to restrict the Contractor's use of equipment and vehicles which are in need of repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract requirements.

3. STANDARDS FOR MAINTENANCE:

- a. All vehicles will be maintained in a clean and orderly condition, free from debris and any accumulations which may constitute an accident, injury, or fire hazard. Windows and light must be kept clean. The interior of the vehicles must be clean and in good repair.
- b. Vehicles must be maintained in accordance with manufacturer's recommended maintenance schedule or an improved schedule based on actual vehicle operating

conditions.

- c. Contractor shall correct a deficiency that might interfere with safe operation of vehicle before vehicle is placed in service.
- d. Contractor will maintain (and furnish upon request) procedures that outline preventive maintenance and/or repairs on each vehicle in an individual vehicle file and in chronological order, latest service on top.

4. CONTRACTOR PERSONNEL QUALIFICATIONS:

- a. Services provided shall include a qualified driver and an attendant on any assignment where a patient is transported in the performance of this contract. Definitions of these positions are defined in Iowa Administrative Code Public Health Department [641] Chapter 131 Emergency Medical Services-Provider at: <https://www.legis.iowa.gov/law/administrativeRules/chapters?pubDate=04-07-2010&agency=641> and the Iowa Emergency Medical Care Provider Scope of Practice located at: <https://idph.iowa.gov/bets/ems/scope-of-practice> .
 - 1. Emergency Medical Technician (EMT, EMT-A, EMT-B, EMT-D)
 - 2. Advanced Emergency Medical Technician (AEMT) EMT, I
 - 3. Paramedic/ Paramedic Specialist
 - 4. Critical Care Paramedic (CCP) Endorsement
- b. The Contractor shall ensure and certify that personnel performing the services required under this contract are properly licensed and fully trained in the use of the vehicle and equipment that will be used in the performance of this contract.
- c. The Contractor will ensure that employees will have Advance Life Support (ALS), Basic Life Support (BLS) and properly maintained certifications as prescribed in Iowa Administrative Code Public Health Department [641] Chapter 131 Emergency Medical Services-Provider found at: <https://www.legis.iowa.gov/docs/ACO/chapter/03-02-2016.641.131.pdf>
- d. Drivers must have a valid driver's license. The Contractor shall provide to the Contracting Officer copies of valid driver's licenses and shall ensure that personnel performing the services required under the contract are properly licensed and fully trained in the use of the vehicle and equipment that will be used in the performance of this contract. This training can include, but is not limited to, courses comparable to Emergency Vehicle Operators Course or Emergency Vehicle Driver Training.
- e. The Contractor must maintain a record of each employee as to character, training qualifications and physical capabilities for performing the duties of a driver or attendant. Records shall be made available to the Contracting Officer for inspection upon request.
- f. In compliance with The Joint Commission (TJC) and Commission on Accreditation of Rehabilitation Facilities (CARF) requirements, the Contractor shall provide evidence of

documentation, to include but not be limited to, yearly competency certifications, evaluations and job descriptions for personnel utilized in the performance of this contract before issuance of the contract and no later than ten (10) days prior to the exercising of any option period.

- g. Contractor personnel are required to wear a distinctive uniform that shall consist of a uniform style shirt with shoulder or breast patches indicating the name of the Contractor and EMT or Paramedic certification. Uniforms shall be neat, clean and in good condition.
- h. Contractor personnel are required to wear some form of identification, which includes the Contractor's name and employee's name. This identification can be a patch on their uniform, a separate identification badge, or a combination of both.
- i. The Contractor may be required to provide extra attendants for transportation of patients who are excessively large. Reimbursement shall be at the rates specified in Price Schedule.
- j. Allegations of misconduct, i.e., rude and or abusive behavior to patient and/or VA employees, by Contractor personnel shall be investigated and documented by the Contracting Officer. The Contractor shall be presented with the findings by the Contracting Officer and given the opportunity to refute the allegations. The CO will then issue a final decision on the matter. If misconduct is found, the Contractor may be given notification to remove the employee found responsible.

5. SUPPLIES / MATERIALS:

- a. The Contractor shall furnish appropriate restraints and mechanical locking device for Cots, as required, for safe transport of patients to other facilities. All restraints for Cots will be utilized as directed and prescribed by manufacture's policies and directions. No modifications of any restraining device will be allowed.
- b. The Contractor shall supply additional specifically designed equipment and vehicle, capable of transporting patients whose body dimensions and/or weight is not suitable for transport on standard patient carrying equipment or vehicles.
- c. In accordance with the Memorandum dated July 19, 2001 entitled "Ambulance Resupply", effective October 1, 2001 VA Central Iowa Health Care System does not exchange drugs and supplies. All ambulance providers will need to establish a source to replenish all drugs and supplies used in the transport of emergency and non-emergency patients. All Inclusive in Price/Cost Schedule includes all drugs, supplies and equipment required for transportation. Exceptions would include durable equipment that would need to be returned to VA Central Iowa Health Care System after transport or that would remain with Veteran.

- d. Exchange of like quantity of laundered linen for used/soiled linens will continue on a one-to-one exchange basis.

6. NUMBER OF PATIENTS:

- a. It is understood and agreed that only ONE (1) patient will be transported on a trip unless specifically authorized by the Medical Center.
- b. When more than one patient is transported on a trip, reimbursement shall be made at the rate not exceeding the cost of transporting a single patient. When travel beyond the city limits is involved, the longer distance over which a patient is transported may be claimed when more than one patient is transported in a single ambulance concurrently. The Contractor shall ensure that the pick-ups and drop-offs are scheduled so that the total distance traveled will result in the most economical charge to the Government.
- c. The authorizing official who is requesting ambulance service may, in the best interest of the patient, allow a relative, a VA Registered Nurse or Physician to accompany the patient.

7. WAIT TIME

- a. For time lost in waiting at either end or both ends of a trip due to causes beyond the driver's control, the Contractor shall be reimbursed at the rate of one-fourth the hourly rate quoted in his bid for each quarter hour or fraction thereof in excess of one-quarter hour from the time he reports to the facility. These fifteen minute increments are listed as units in the bid schedule. At Des Moines, waiting time starts when the Contractor arrives at the facility and signs in with the time of arrival and signature. If the pick-up is other than at Des Moines, the Contractor shall call the VA transportation department or alternate number [numbers to be provided at award] as soon as they anticipate that a delay may develop for which they expect to claim reimbursement. If the transportation department or an alternate cannot be reached, a message stating an anticipated wait time shall be left on the transportation department voice mail. This call is only for the purpose of verifying the arrival time at the pick-up point and is not necessary if the Contractor anticipates no delays for which he will claim reimbursement. The phone number and sign in instructions will be given at contract award.
- b. Unless prior approval has been given for waiting time, the Contractor's failure to obtain a signature and times of arrival/departure (as described above) shall result in non-payment for the waiting time. After normal business hours, the Assistant On Duty (AOD) shall be contacted. After normal business hours are defined as 4:31 p.m. to 7:59 a.m. The AOD will be identified after contract award.

8. FEDERAL HOLIDAYS

Federal Holidays: The 10 holidays observed by the Federal Government are:

New Year's Day

January 1

Martin Luther King's Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial D	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

The President of the United States of America may declare additional days as a Federal holiday, and if so, this holiday will automatically be added to the list above. When a holiday falls on a Sunday, the following Monday shall be observed as a Federal holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday. The contractor will be expected to provide services on these days if requested.

9. RATES

Payment for mileage traveled beyond the city limits shall be limited to "one way only", the distance over which the patient is transported. Total cost per trip shall be determined by the actual distance of the authorized trip from the specified point of origin pick-up to the specified final destination, including applicable waiting time. Such mileage costs shall be paid in addition to the applicable Base Rate per trip for any trip outside the city limits. Trip mileage shall be determined by the Veterans Health Administration Benefit Travel Dashboard; which utilizes Bing Mapping software.

10. REQUEST FOR SERVICES

- a. Telephone requests (orders) for contract services shall be placed with the Contractor's dispatch office by Authorized Personnel, as defined herein. The request for services shall specify the originating point and final destination. Only such travel is authorized and any costs incurred for unauthorized travel, stop-offs, waiting, etc. shall be the responsibility of the Contractor. The Contractor is cautioned that performance of a trip or substitution of type of vehicle at the request of others, without approval or appropriate authorized personnel, may be deemed as unauthorized travel for which the Contractor may bear the risk of non-reimbursement. A list of Authorized Personnel will be provided at contract award.
- b. The Contractor shall be required to transport patients to other VA Medical Centers or non-VA Medical Centers in and out of the state of Iowa. However, the most frequent trips are made to the VA Medical Centers located in Minneapolis, Minnesota, Iowa City, Iowa and Omaha, Nebraska.
- c. For pre-scheduled pick-ups, the Contractor shall be required to furnish services at the time specified unless otherwise approved by the Authorized Personnel as defined herein.

- d. Patients are not to be left unattended. Drivers shall report to the appropriate personnel as directed by the Authorized Personnel in the area where patients are to be picked-up from and delivered to.
- e. Once the patients are transferred from the ambulance stretcher to our litter, the side rails are ALWAYS to be put in the up position.
- f. If the Contractor fails to furnish the requested service in the required time frames, the VA reserves the right to obtain the services from another source and to deduct the amount from the Contractors monthly invoice for any excess re-procurement cost which may result. VACIHCS-DMD shall be the sole judge in determining when to re-order services from another source. Failure to provide the required services could result in an adverse action being taken.

11. TIMES

- a. For emergent transport, the ambulance shall report within fifteen (15) minutes from the time of notification for patient pick-up.
- b. For non-emergent transport, the ambulance shall report within sixty (60) minutes from the time of notification for patient pick-up, or a scheduled time agreed to by the ambulance service and VACIHCS Authorized Personnel.
- c. For non-emergent lie-down scheduled transport, the vehicle shall report at the agreed upon patient pick-up time.
- d. Patients shall not be left in the Outpatient Clinic area outside the hours 7:30 am to 4:00 pm Monday through Friday. Patients delivered outside of these hours (7:30 am to 4:00 pm Monday through Friday) shall be taken to Urgent Care.
- e. The Contractor will provide Dispatch Data with time requests to the Contracting Officer Representative on a quarterly basis. The times will be notated in a stranded format which will be agreed upon by the Contractor and the COR. For example (Time call received from VA, Time Ambulance Dispatched, and Time Arrived VA).

12. INFECTION CONTROL

- a. The Contractor shall have a written policy for infection control. This policy is to include the necessary precautions to be used in preparation and transportation of infectious patients, including driver and attendant training. A copy shall be provided to the Contracting Officer after the award has been made.
- b. CFR Section 1910.1030 - "Blood Borne Pathogens", is incorporated in this contract. The purpose is to ensure a safe environment through a comprehensive method of universal precautionary measures for the prevention and control of the spread of infection to all concerned.

- c. The Contractor shall provide any and all medical supplies required for the protection of his/her employees, i.e., gowns, gloves, masks, etc.

13. CONTRACT ADMINISTRATION

- a. The Contracting Officer is responsible for the administration of this contract. The successful Contractor is advised that ONLY the Contracting Officer has authority to make changes affecting:
 - Contract prices and pricing issues
 - Estimated quantities
 - Delivery terms and conditions
 - Term of the contract
- b. In no event shall any understanding, agreement, modification or change order between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government.
- c. Point of Contact. The Contractor shall state the name, address and phone number of the person(s) whom the VACIHCS-DMD may contact during the term of this contract concerning matters pertaining to the contract.

14. SUBCONTRACTING

- a. In the event the Contractor decides to subcontract any portion of this contract, his/her attention is directed to Veterans Affairs Acquisition Regulation (VAAR) 852.219-11, VA Notice of Total Veteran-Owned Small Business Set-Aside. At least 50 percent of the cost of contract performance will be spent for employees of the concern or employees of other eligible veteran-owned small business concerns.
- b. Any subcontractor used in the performance of this contract must be approved, in writing, by the Contracting Officer and is subject to the same standards and requirements as the contractor.
- c. The following information must be provided by the Contractor for any subcontractor used in the performance of this contract within the time frames and requirements addressed in this contract:
 1. A list of all vehicles to be used in the performance of this contract, including the year, make, model and license number.
 2. A list of all employees with evidence of current training as required by the contract, and current driver's license.
 3. A copy of the subcontractor's written policy for infection control.
 4. A copy of the subcontractor's written Quality Assurance Program.

- d. The Contractor must provide the Contracting Officer with a legal opinion from his insurance carrier indicating that his insurance coverage would include coverage of any subcontractors utilized in the performance of this contract. If the opinion states that the subcontractor is not covered, the subcontractor will not be approved by the Contracting Officer.

15. CONTRACTOR QUALITY CONTROL PROGRAM (QCP)

- a. The Contractor shall establish and maintain a complete QCP to ensure the requirements of this contract are provided as specified. A copy of the QCP shall be provided with the initial quote. The QCP submitted with your quote will not be used for evaluation purposes. The QCP of the successful offeror will be reviewed by the CO and COR and either deemed acceptable or returned if changes are recommended. The Contractor's QCP shall include the following at a minimum:
 1. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis; how often inspections will be accomplished and documented; and the title of the individual(s) who will perform the inspections.
 2. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection. (not required in original plan submitted with your quote)
 3. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
 4. On-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of patients in the event of mechanical breakdown of vehicle. (not required in original plan submitted with your quote).
 5. On-site records identifying the character (background checks) and certifications of ongoing training of each employee performing services under this contract. (Not required in original plan submitted with your quote).
 6. The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios.
 7. A log to account for all requests for service. The log shall indicate the date and time of service call, name of patient requiring services, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed.
 8. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

16. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

- a. The Government intends to utilize a QASP to monitor the quality of the contractor's performance. The oversight provided for in the QASP will help ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance and provides verifiable input for the required Past Performance Information Assessments. A copy of the QASP is included in Section D of the solicitation; however, it will not become part of the resultant contract. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.
- b. Performance standards will be used in the QASP to define the desired services and surveillances will be conducted to determine if the contractor exceeds, meets or does not meet these standards.

17. INVOICING

All invoices from the contractor shall be mailed or faxed to the address below for review prior to being sent to our designated payment center. Invoices must be submitted monthly in arrears and are due no later than the 15th day of the month, following the month of service.

VA Central Iowa Health Care System
OAS-D7
3600 30th Street
Des Moines, IA 50310

18. HIPPA COMPLIANCE AND REQUIREMENTS

Contractor will adhere to the applicable provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security, use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). Your company will be required to execute a Business Associate Agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA) Public law 104-191. A Business Associate Agreement template is attached.

19. EVIDENCE OF INSURANCE COVERAGE

Upon award the Contractor shall furnish to the Contracting Officer a Certificate of Insurance for the amounts specified in the solicitation which shall contain an endorsement to the effect that cancellation of, or any material change in, the policies which adversely affect the interests of the Government shall not be effective unless 30 day written notice of cancellation or change is furnished to the Contracting Officer.

20. MISCELLANEOUS

- a. The Contractor must provide service seven (7) days a week, 24 hours per day, including weekends and holidays, for the term of this contract. The Contractor must provide VACIHCS-DMD with a method to contact them 24-hours per day.
- b. The city limits of Des Moines, Iowa for the purpose of this contract are defined as follows: Aurora Avenue on the North, East 42nd on the East, Polk County Line on the South, and 63rd Street on the West.
- c. At no time is the Contractor to substitute and invoice for an Advanced Life Support Unit in lieu of a Basic Life Support Unit. Advanced Life Support Units are to be reserved for and utilized in those instances where an ALS unit is required.
- d. The Authorized Personnel who is requesting ambulance service may, in the best interest of the patient, allow a relative, a VA Registered Nurse or Physician to accompany the patient.
- e. Contractor employees shall conduct themselves in a businesslike manner at all times while on VA premises.
- f. When transporting patients to or from medical facilities the Contractor's driver will ensure that the patient's luggage, medical records, medications and prosthetic devices are properly accounted for and delivered with the patient as required.

SECTION C - CONTRACT CLAUSES

C.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (OCT 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(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.)

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

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

(39)(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.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(46)(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.

(47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(48) 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).

(49) 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).

(50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Motor Vehicle Operator Series 5703 Grade 6	\$16.82 per hour
Firefighter (Paramedic) GS-0081-09	\$48,403.00 annual

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

(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.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5,000.00;

(2) Any order for a combination of items in excess of \$10,000.00; or

(3) A series of orders from the same ordering office within one (1) calendar 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 three (3) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 five years.

(End of Clause)

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

Funds are not presently available for performance under this contract beyond September 30, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal

liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.9 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:

General Liability; minimum of \$200,000 per person and

\$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013

C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.12 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.13 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) *Definition.* For the Department of Veterans Affairs, "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 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 veterans;

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

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

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

(2) "Veteran" is defined in 38 U.S.C. 101(2).

(b) *General.* (1) Offers are solicited only from veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

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

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

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

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

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

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

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

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

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

(4) The joint venture meets the requirements of 13 CFR 125.15(b), except that the principal company may be a veteran-owned small business concern or a service-disabled veteran-owned small business concern.

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

(End of Clause)

C.14 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.15 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.16 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

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

* Amounts are listed below:

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

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

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

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for

compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

General Liability; minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater
(End of Clause)

C.17 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 Iowa. 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 BUSINESS ASSOCIATE AGREEMENT

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA), Veterans Health Administration (VHA), **<Insert Facility Name>** and **<Company/Organization>** 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, **<Company/Organization>** will provide **<BRIEFLY DESCRIBE SERVICES (i.e., medical device, transcription, publishing)>** services to, for, or on behalf of **<Insert Facility Name>**.

In order for **<Company/Organization>** to provide such services, **<Insert Facility Name>** will disclose PHI to **<Company/Organization>**, and **<Company/Organization>** will use or disclose PHI 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 **<Company/Organization>**, 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 **<Insert Facility Name>**.

“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 **<Insert local VHA Privacy Officer's name(s) and email address(es)>** and to the VHA Health Information Access Office, Business Associate Program Manager by email at VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or the Department of Health and Human Services 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:

<Insert local VHA Privacy Officer's name(s) and facility address> and submitted by email to **<Insert local VHA Privacy Officer's email address(es)>** and to the VHA Health Information Access Office, Business Associate Program Manager 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, and;

(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
<Insert Facility Name>**

COMPANY/ORGANIZATION

By: _____

By: _____

Name: _____

Name: _____

Title:

Title:

Date: _____

Date: _____

D.2 CONTRACTOR RULES OF BEHAVIOR

MARCH 12, 2010
VA HANDBOOK 6500.6
APPENDIX D

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to

other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

- g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Representative (COR). If the contractor believes the policies and guidance provided by the COR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.
- h. I will report suspected or identified information security/privacy incidents to the COR and to the local ISO or Privacy Officer as appropriate.

2. GENERAL RULES OF BEHAVIOR

- a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.
- b. The following rules apply to all VA contractors. I agree to:
 - (1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.
 - (2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.
 - (3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.
 - (4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.
 - (5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.
 - (6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal

- government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.
- (7) Grant access to systems and information only to those who have an official need to know.
 - (8) Protect passwords from access by other individuals.
 - (9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.
 - (10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.
 - (11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders.
 - (12) Ensure that the COR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.
 - (13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COR.
 - (14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COR.
 - (15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.
 - (16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with

VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES

- a.** When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.
- b.** Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.
- c.** I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COR.
- d.** I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4. STATEMENT ON LITIGATION

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Contract Number

Print or type your full name

Signature

Last 4 digits of SSN

Date

Office Phone

Position Title

Contractor's Company Name

Please complete and return the original signed document to the COR within the timeframe stated in the terms of the contract.

D.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

QUALITY ASSURANCE SURVEILLANCE PLAN GROUND AMBULANCE TRANSPORT SERVICES VA CENTRAL IOWA HEALTH CARE SYSTEM SOLICITATION: VA263-16-Q-0406

1. PURPOSE

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

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

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

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

2. GOVERNMENT AND CONTRACTOR ROLES AND RESPONSIBILITIES

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

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

The Contractor shall assign an employee to serve as the Contractor's Program Manager (CPM) for this contract. The CPM shall be the Point of Contact (POC) for the CO and the COR with regards to the Government's surveillance of the contractor's performance. The Assigned CPM: TBD.

3. PERFORMANCE REQUIREMENT STANDARDS

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

The Government shall use the standards below to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

Performance Indicator	Performance Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentive
Emergent Transport Response Time	Contractor shall report within fifteen (15) minutes from the time of notification for patient pick-up.	95%* of the time. Notification of any delay beyond the contractor's control that impedes or prevents timely transportation must immediately be brought to the COR's attention.	Hospital staff notes, patient complaint, Authorized Personnel/COR observations	Positive Past Performance reported in CPAR / Negative Past Performance reported in CPAR. Non-performance may result in the contractor being billed for re-procurement costs for transport of the patient(s).
Non-Emergent Transport Response Time	Contractor shall report within sixty (60) minutes or an agreed scheduled from the time of notification for patient pick-up.	98%* of the time. Notification of any delay beyond the contractor's control that impedes or prevents timely transportation must immediately be brought to the COR's attention.	Hospital staff notes, patient complaint, Authorized Personnel/COR observations	Positive Past Performance reported in CPAR / Negative Past Performance reported in CPAR. Non-performance may result in the contractor being billed for re-procurement costs for transport of the patient(s).

Patient Care	Contractor shall follow care instruction per physician order or policy. Contractor shall monitor any change in patient's condition and act accordingly.	95% of the time. No verified instances where contractor did not provide required care.	Hospital staff notes, Veteran complaints to Patient Advocate, Contractor Reporting, Chart Review	Positive Past Performance reported in CPAR / Negative Past Performance reported in CPAR.
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*This is a critical element that must be successfully performed daily. The Government recognizes there are events beyond the contractor's control that may impede or stop the performance, however, if the contractor does not immediately or as soon as practicable notify the government of the delay or inability to perform, the contractor may be held to the disincentive above.

4. METHODS OF QA SURVEILLANCE

- a. Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.
- b. **PERIODIC INSPECTION.** (Evaluates outcomes on a periodic basis. Inspections may be scheduled [Daily, Weekly, Monthly, Quarterly, or annually] or unscheduled, as required.)
- c. **USER SURVEY.** (Combines elements of validated user complaints and random sampling. Random survey is conducted to solicit user satisfaction. May also generate inspections and sampling.)
- d. **VALIDATED USER/CUSTOMER COMPLAINTS.** (Relies on the patient to identify deficiencies. Complaints are then investigated and validated.)
- e. **100% INSPECTION.** (Evaluates all outcomes.)
- f. **RANDOM SAMPLING.** (Designed to evaluate performance by randomly selecting and inspecting a sample of cases and performance monitoring reports.)

5. Ratings

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

Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for with the contractor has not yet identified corrective actions.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with minor problems for which actions taken by the contractor were effective.
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

6. Document Performance

- a. Acceptable Performance: The Government will document positive performance in the Contractor Performance Assessment Report (CPAR) system by assigning a rating of Satisfactory, Very Good, or Exceptional.
- b. Unacceptable Performance: The Government will document negative performance in the Contractor Performance Assessment Report (CPAR) system by assigning a rating of Marginal or Unsatisfactory.
When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

7. Frequency Management

- a. Frequency of Measurement: During contract performance, the COR will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.
- b. Frequency of Performance Assessment Meetings: The COR shall meet with the

contractor bi-annually to assess performance and shall provide a written assessment. Should marginal or sub-standard performance be experienced, more frequent progress meetings may be conducted.

****ALL PARTIES SHALL SIGN THIS DOCUMENT AFTER AWARD AND PRIOR TO PERFORMANCE****

Contractor Name and Signature

Date

COR Name and Signature

Date

Contracting Officer Name and Signature

Date

D.4 WAGE DETERMINATION POLK COUNTY IOWA

WD 05-2205 (Rev.-20) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

		Wage Determination No.: 2005-2205
Daniel W. Simms	Division of	Revision No.: 20
Director	Wage Determinations	Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Iowa

Area: Iowa Counties of Adair, Appanoose, Audubon, Boone, Calhoun, Carroll, Cerro Gordo, Clarke, Dallas, Davis, Decatur, Emmet, Franklin, Greene, Guthrie, Hamilton, Hancock, Hardin, Humboldt, Jasper, Kossuth, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Palo Alto, Pocahontas, Polk, Poweshiek, Ringgold, Story, Taylor, Union, Wapello, Warren, Wayne, Webster, Winnebago, Worth, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.67
01012 - Accounting Clerk II		14.21
01013 - Accounting Clerk III		15.90
01020 - Administrative Assistant		22.14
01040 - Court Reporter		16.25
01051 - Data Entry Operator I		12.10
01052 - Data Entry Operator II		13.20
01060 - Dispatcher, Motor Vehicle		18.58
01070 - Document Preparation Clerk		13.79
01090 - Duplicating Machine Operator		13.79
01111 - General Clerk I		12.53
01112 - General Clerk II		13.68
01113 - General Clerk III		15.35
01120 - Housing Referral Assistant		18.58
01141 - Messenger Courier		11.61
01191 - Order Clerk I		15.21
01192 - Order Clerk II		18.54
01261 - Personnel Assistant (Employment) I		15.06
01262 - Personnel Assistant (Employment) II		16.85
01263 - Personnel Assistant (Employment) III		21.01
01270 - Production Control Clerk		19.65
01280 - Receptionist		12.00
01290 - Rental Clerk		12.28
01300 - Scheduler, Maintenance		14.53
01311 - Secretary I		14.53
01312 - Secretary II		16.25
01313 - Secretary III		18.43

01320	- Service Order Dispatcher	16.60
01410	- Supply Technician	22.14
01420	- Survey Worker	16.09
01531	- Travel Clerk I	12.17
01532	- Travel Clerk II	12.94
01533	- Travel Clerk III	13.73
01611	- Word Processor I	13.30
01612	- Word Processor II	14.93
01613	- Word Processor III	16.70
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	20.28
05010	- Automotive Electrician	20.43
05040	- Automotive Glass Installer	19.68
05070	- Automotive Worker	19.68
05110	- Mobile Equipment Servicer	18.10
05130	- Motor Equipment Metal Mechanic	21.62
05160	- Motor Equipment Metal Worker	19.68
05190	- Motor Vehicle Mechanic	19.87
05220	- Motor Vehicle Mechanic Helper	17.33
05250	- Motor Vehicle Upholstery Worker	18.88
05280	- Motor Vehicle Wrecker	19.68
05310	- Painter, Automotive	20.02
05340	- Radiator Repair Specialist	19.68
05370	- Tire Repairer	13.35
05400	- Transmission Repair Specialist	21.62
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.11
07041	- Cook I	11.57
07042	- Cook II	13.25
07070	- Dishwasher	8.49
07130	- Food Service Worker	9.05
07210	- Meat Cutter	12.99
07260	- Waiter/Waitress	9.10
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.13
09040	- Furniture Handler	14.77
09080	- Furniture Refinisher	17.13
09090	- Furniture Refinisher Helper	14.53
09110	- Furniture Repairer, Minor	15.83
09130	- Upholsterer	15.90
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.86
11060	- Elevator Operator	10.87
11090	- Gardener	14.73
11122	- Housekeeping Aide	10.87
11150	- Janitor	10.87
11210	- Laborer, Grounds Maintenance	12.27
11240	- Maid or Houseman	9.66
11260	- Pruner	11.19
11270	- Tractor Operator	14.01
11330	- Trail Maintenance Worker	13.08
11360	- Window Cleaner	11.94
12000	- Health Occupations	
12010	- Ambulance Driver	16.11
12011	- Breath Alcohol Technician	16.44
12012	- Certified Occupational Therapist Assistant	21.71
12015	- Certified Physical Therapist Assistant	20.56
12020	- Dental Assistant	16.95
12025	- Dental Hygienist	31.76
12030	- EKG Technician	22.64
12035	- Electroneurodiagnostic Technologist	22.64
12040	- Emergency Medical Technician	16.11
12071	- Licensed Practical Nurse I	14.40
12072	- Licensed Practical Nurse II	16.10
12073	- Licensed Practical Nurse III	17.96
12100	- Medical Assistant	15.08
12130	- Medical Laboratory Technician	18.33

12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	15.32
12195 - Medical Transcriptionist	14.60
12210 - Nuclear Medicine Technologist	30.80
12221 - Nursing Assistant I	9.78
12222 - Nursing Assistant II	11.00
12223 - Nursing Assistant III	12.00
12224 - Nursing Assistant IV	13.47
12235 - Optical Dispenser	16.10
12236 - Optical Technician	13.93
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	14.70
12305 - Radiologic Technologist	22.29
12311 - Registered Nurse I	20.82
12312 - Registered Nurse II	25.47
12313 - Registered Nurse II, Specialist	25.47
12314 - Registered Nurse III	30.81
12315 - Registered Nurse III, Anesthetist	30.81
12316 - Registered Nurse IV	36.93
12317 - Scheduler (Drug and Alcohol Testing)	19.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.57
13012 - Exhibits Specialist II	21.77
13013 - Exhibits Specialist III	26.63
13041 - Illustrator I	17.57
13042 - Illustrator II	21.77
13043 - Illustrator III	26.63
13047 - Librarian	24.10
13050 - Library Aide/Clerk	11.11
13054 - Library Information Technology Systems Administrator	21.77
13058 - Library Technician	12.56
13061 - Media Specialist I	14.39
13062 - Media Specialist II	16.12
13063 - Media Specialist III	18.05
13071 - Photographer I	15.38
13072 - Photographer II	17.57
13073 - Photographer III	21.76
13074 - Photographer IV	26.74
13075 - Photographer V	32.21
13110 - Video Teleconference Technician	18.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.71
14042 - Computer Operator II	16.46
14043 - Computer Operator III	18.36
14044 - Computer Operator IV	20.40
14045 - Computer Operator V	22.58
14071 - Computer Programmer I	22.64
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.71
14160 - Personal Computer Support Technician	22.33
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.72
15020 - Aircrew Training Devices Instructor (Rated)	34.74
15030 - Air Crew Training Devices Instructor (Pilot)	41.63
15050 - Computer Based Training Specialist / Instructor	28.72
15060 - Educational Technologist	30.99
15070 - Flight Instructor (Pilot)	41.63
15080 - Graphic Artist	22.58
15090 - Technical Instructor	19.97
15095 - Technical Instructor/Course Developer	24.42
15110 - Test Proctor	16.12

15120 - Tutor	16.12
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.03
16030 - Counter Attendant	9.03
16040 - Dry Cleaner	10.82
16070 - Finisher, Flatwork, Machine	9.03
16090 - Presser, Hand	9.03
16110 - Presser, Machine, Drycleaning	9.03
16130 - Presser, Machine, Shirts	9.03
16160 - Presser, Machine, Wearing Apparel, Laundry	9.03
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.11
16250 - Washer, Machine	9.68
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.61
19040 - Tool And Die Maker	21.54
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.29
21030 - Material Coordinator	19.65
21040 - Material Expediter	19.65
21050 - Material Handling Laborer	11.70
21071 - Order Filler	12.56
21080 - Production Line Worker (Food Processing)	14.29
21110 - Shipping Packer	15.83
21130 - Shipping/Receiving Clerk	15.83
21140 - Store Worker I	11.66
21150 - Stock Clerk	15.46
21210 - Tools And Parts Attendant	14.29
21410 - Warehouse Specialist	14.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23021 - Aircraft Mechanic I	25.32
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.21
23040 - Aircraft Mechanic Helper	19.20
23050 - Aircraft, Painter	23.15
23060 - Aircraft Servicer	20.92
23080 - Aircraft Worker	21.81
23110 - Appliance Mechanic	21.67
23120 - Bicycle Repairer	13.32
23125 - Cable Splicer	22.76
23130 - Carpenter, Maintenance	18.98
23140 - Carpet Layer	18.48
23160 - Electrician, Maintenance	23.63
23181 - Electronics Technician Maintenance I	24.42
23182 - Electronics Technician Maintenance II	26.02
23183 - Electronics Technician Maintenance III	27.60
23260 - Fabric Worker	17.30
23290 - Fire Alarm System Mechanic	20.16
23310 - Fire Extinguisher Repairer	16.13
23311 - Fuel Distribution System Mechanic	23.91
23312 - Fuel Distribution System Operator	18.94
23370 - General Maintenance Worker	16.44
23380 - Ground Support Equipment Mechanic	25.32
23381 - Ground Support Equipment Servicer	20.92
23382 - Ground Support Equipment Worker	21.81
23391 - Gunsmith I	16.13
23392 - Gunsmith II	18.48
23393 - Gunsmith III	20.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.16
23430 - Heavy Equipment Mechanic	21.40
23440 - Heavy Equipment Operator	22.46
23460 - Instrument Mechanic	20.89
23465 - Laboratory/Shelter Mechanic	19.69

23470 - Laborer	11.70
23510 - Locksmith	18.54
23530 - Machinery Maintenance Mechanic	19.77
23550 - Machinist, Maintenance	18.83
23580 - Maintenance Trades Helper	14.86
23591 - Metrology Technician I	20.89
23592 - Metrology Technician II	22.09
23593 - Metrology Technician III	23.26
23640 - Millwright	20.89
23710 - Office Appliance Repairer	18.51
23760 - Painter, Maintenance	18.51
23790 - Pipefitter, Maintenance	23.55
23810 - Plumber, Maintenance	22.20
23820 - Pneudraulic Systems Mechanic	20.89
23850 - Rigger	20.89
23870 - Scale Mechanic	18.48
23890 - Sheet-Metal Worker, Maintenance	22.02
23910 - Small Engine Mechanic	16.48
23931 - Telecommunications Mechanic I	23.13
23932 - Telecommunications Mechanic II	24.46
23950 - Telephone Lineman	19.64
23960 - Welder, Combination, Maintenance	19.58
23965 - Well Driller	21.33
23970 - Woodcraft Worker	20.89
23980 - Woodworker	16.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.51
24580 - Child Care Center Clerk	13.10
24610 - Chore Aide	12.44
24620 - Family Readiness And Support Services Coordinator	14.20
24630 - Homemaker	17.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.08
25040 - Sewage Plant Operator	20.55
25070 - Stationary Engineer	22.08
25190 - Ventilation Equipment Tender	15.94
25210 - Water Treatment Plant Operator	20.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.77
27007 - Baggage Inspector	13.55
27008 - Corrections Officer	22.35
27010 - Court Security Officer	20.95
27030 - Detection Dog Handler	18.66
27040 - Detention Officer	22.35
27070 - Firefighter	19.70
27101 - Guard I	13.55
27102 - Guard II	18.66
27131 - Police Officer I	23.98
27132 - Police Officer II	26.63
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.75
28042 - Carnival Equipment Repairer	11.32
28043 - Carnival Equipment Worker	9.19
28210 - Gate Attendant/Gate Tender	12.94
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.48
28510 - Recreation Aide/Health Facility Attendant	10.57
28515 - Recreation Specialist	17.62
28630 - Sports Official	11.53
28690 - Swimming Pool Operator	15.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.21
29020 - Hatch Tender	22.21
29030 - Line Handler	22.21
29041 - Stevedore I	21.05
29042 - Stevedore II	23.26

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	27.16
30021 - Archeological Technician I (see 2)	16.46
30022 - Archeological Technician II	18.42
30023 - Archeological Technician III	22.80
30030 - Cartographic Technician	22.80
30040 - Civil Engineering Technician	22.57
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.42
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.76
30082 - Engineering Technician II	17.69
30083 - Engineering Technician III	19.79
30084 - Engineering Technician IV	24.51
30085 - Engineering Technician V	29.98
30086 - Engineering Technician VI	36.28
30090 - Environmental Technician	24.12
30210 - Laboratory Technician	20.36
30240 - Mathematical Technician	22.80
30361 - Paralegal/Legal Assistant I	19.03
30362 - Paralegal/Legal Assistant II	23.63
30363 - Paralegal/Legal Assistant III	28.90
30364 - Paralegal/Legal Assistant IV	34.98
30390 - Photo-Optics Technician	25.08
30461 - Technical Writer I	22.42
30462 - Technical Writer II	28.41
30463 - Technical Writer III	34.37
30491 - Unexploded Ordnance (UXO) Technician I	22.47
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.32
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.57
31030 - Bus Driver	16.61
31043 - Driver Courier	14.48
31260 - Parking and Lot Attendant	9.41
31290 - Shuttle Bus Driver	15.81
31310 - Taxi Driver	9.93
31361 - Truckdriver, Light	15.81
31362 - Truckdriver, Medium	16.06
31363 - Truckdriver, Heavy	19.88
31364 - Truckdriver, Tractor-Trailer	19.88
99000 - Miscellaneous Occupations	
99030 - Cashier	9.17
99050 - Desk Clerk	9.97
99095 - Embalmer	26.52
99251 - Laboratory Animal Caretaker I	10.04
99252 - Laboratory Animal Caretaker II	10.65
99310 - Mortician	27.89
99410 - Pest Controller	17.29
99510 - Photofinishing Worker	12.16
99710 - Recycling Laborer	16.00
99711 - Recycling Specialist	18.82
99730 - Refuse Collector	14.56
99810 - Sales Clerk	13.46
99820 - School Crossing Guard	11.95
99830 - Survey Party Chief	26.36
99831 - Surveying Aide	14.12
99832 - Surveying Technician	19.93
99840 - Vending Machine Attendant	15.47

99841 - Vending Machine Repairer	17.52
99842 - Vending Machine Repairer Helper	15.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

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

(End of Provision)

E.2 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor”

does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

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

(End of Provision)

E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

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

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

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

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

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

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

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

(End of Provision)

E.5 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(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 \$3,500, and offers of \$3,500 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

Instructions for submitting a Quote under this Request for Quotes (RFQ) must be followed. Failure to provide the required documentation shall result in an unacceptable rating.

This solicitation is issued under authority of FAR 13.5, Simplified Procedures for Certain Commercial Items, and will be evaluated in accordance with FAR 13 procedures. Only one award will be made.

Offerors shall submit their quote electronically to Gregory.johnson12@va.gov by **January 12, 2017, 4:00PM CST**. Late submissions, modifications and withdrawals will be handled as described in provision 52.212-1 “Instructions to Offerors – Commercial Items.”

- Telegraphic quotes (submitted by telegram or mailgram) will not be accepted.
- Facsimile quotes will not be accepted.
- Any quotes submitted by e-mail shall be sent to Gregory.johnson21@va.gov. Documents must be either PDF or compatible with Microsoft Office. The offeror is responsible for ensuring that the Contract Officer has received the quote before the deadline for receipt of offers. The government will not be responsible for delays or failures of the contractor’s e-mail system.

Vendor Point of Contract: Submit the name of the individual who can answer questions about the offeror to include First and Last names, Telephone number, and email address.

Offerors shall be registered in the System for Award Management (SAM) with NAICS 621910 in order for the Government to proceed with award. For registration information and/or to update profile information, access SAM at <https://www.sam.gov/portal/SAM/#1>.

Questions: All questions must be in writing & emailed to Gregory.johnson12@va.gov. All questions must be received no later than **2:00PM CST January 9, 2017**. All responses to questions will be incorporated into a written amendment posted on FedBizOpps.gov.

(End of Addendum to 52.212-1)

E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

- (a) The Government will award a contract using the lowest price technically acceptable process, where the non-price factors are evaluated on an acceptable/unacceptable basis. Best value is expected to result from selection of the technically acceptable quote with the lowest evaluated price. The following factors shall be used to evaluate offers:

Technical
Past Performance
Price

The offeror must submit detailed information for each evaluation criteria below. The information within the quote must demonstrate that the offered services meet the minimum specifications found in the Performance Work Statement to be evaluated as acceptable. The VA will evaluate the quotes on the basis of information furnished by the offeror in response to this solicitation.

The contractor shall not use abbreviations within their quote without using a glossary or first defining the abbreviation. Similarly, technical words shall not be used without a definition.

To be considered for award:

1. **Technical:** The offeror must have acceptable technical capabilities as evaluated by the VA. The Government shall consider the following information when evaluating the offeror's technical capabilities. Offerors should include the following with their quote:
 - a. The offeror shall provide proof of all applicable Federal, State, and Local Licensing requirements to include:
 - i. State of Iowa Emergency Medical Services Advanced Life Support (ALS) license from the Iowa Department of Health and Human Services. Per the Iowa DHHS, a separate BLS license is not required to provide BLS services if the firm has a DHHS ALS license.
 - ii. State of Iowa Emergency Medical Services Out-of-Hospital Emergency Care Provider or Temporary Provider license for each employee that will perform services under the contract. Acceptable license levels include Emergency Medical Technician, Advanced Emergency Medical Technician, Paramedic or Critical Care Paramedic.
 - iii. Motor Vehicle Licenses via the Iowa Department of Motor Vehicles:
<http://www.iowadot.gov/>
 - iv. USDOT Number via the DOT: <http://usdotnumber.vpweb.com/DOT.html>

- b. The offeror shall demonstrate their ability to comply with all vehicle requirements as described in paragraph 2 of the PWS. The documentation should include a VIN list of all vehicles that will be used to provide services under the contract to include the Year, Make, Model, Communication Devices, and Safety Equipment and Supplies Listing.
 - c. The offeror shall demonstrate their ability to comply with all contractor personnel requirements as described in paragraph 4 of the PWS. The offeror shall list the names, Iowa DHHS license numbers and licensure levels for each employee that will provide ALS/BLS critical care services under the contract. All providers shall be licensed to drive ambulance unless a designated Ambulance Driver is supplied.
 - d. The offeror shall demonstrate their ability to provide a Certificate of Insurance reflecting the minimum coverage amounts as listed in the solicitation.
2. **Past Performance:** The offeror must have acceptable past performance as evaluated by the VA. The Past Performance Information Retrieval System (PPIRS) will be the primary method used to evaluate the vendor's past performance. Information stored in PPIRS will be used to determine if an offeror has "Acceptable" or "Unacceptable" past performance. Past performance evaluations stored in PPIRS will take precedence over vendor submitted past performance references. If the offeror does not have any past performance they must state as such in their quote. An offeror with no past performance shall receive a neutral rating for past performance. For the purpose of this solicitation, a neutral rating shall be considered technically acceptable. The Government shall consider the information requested below, as well as information obtained from any other sources, when evaluating the offeror's past performance. Offerors should include the following with their quote:
- a. List of other Federal, State, Local Government, and private sector contracts or jobs for similar services that your company has had within the past three years to include the Company Name, Address, Point of Contact, Phone, Email, dates of performance and a description of the services performed . NOTE: A minimum of two references should be provided.
 - b. Information on any past or pending litigation and any problems encountered on the identified contracts, with a description of your company's corrective actions (for your company, your company under previous names, or your parent company).
3. **Price:** Pricing shall be submitted as requested in the Price Cost Schedule comprised within the solicitation document. Total price will be evaluated by the Government and the quoted price must be determined to be fair and reasonable.

(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.

(d) Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(End of Provision)

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JUL 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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
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_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(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.* The Offeror represents that—

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

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)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(End of Provision)

E.8 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.9 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:

Greg Johnson, Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
Attention: Greg Johnson
2501 W 22nd Street
Sioux Falls SD 57105
Mailing Address:

Department of Veterans Affairs

Network Contract Office 23 (NCO 23)
Attention: Greg Johnson
2501 W 22nd Street
Sioux Falls SD 57105

(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.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016

E.11 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)

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

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

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

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

E.12 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

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

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

(End of Provision)

E.13 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.14 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)