

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. Multiple	PAGE 1 OF 71
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER <b>VA255-17-Q-0403</b>	6. SOLICITATION ISSUE DATE 06-15-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Buell, Larry A larry.buell@va.gov	b. TELEPHONE NO. (No Collect Calls) (913) 946-1961	8. OFFER DUE DATE/LOCAL TIME <b>07-10-2017</b> 3:00 pm CDT	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Trafficway  Leavenworth KS 66048		CODE 36C255	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: 492110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 1500 Employees		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE 36C255 (See Statement of Work (SOW))  KS 66048			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Trafficway  Leavenworth KS 66048		17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp  Austin TX PHONE: 877-353-9791 FAX: 512-460-5429		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>COURIER SERVICES for the Kansas City VA Medical Center and associated Community Based Outpatient Clinics (CBOCs)</b>  1) The contractor shall furnish all equipment, supplies, labor and transportation necessary to provide both fixed schedule and non-scheduled ground courier services per the attached Statement of Work, terms and conditions. 2) The government anticipates awarding a contract for a base one (1) year period with up to four (4) optional one (1) year periods. 3) Please see section E.1 for instructions to offerors. 4) Award will be by Best Value Trade-off, considering price, technical excellence and past performance. 5) This solicitation is a 100% set-aside for Service Disabled Veteran Owned Small Business (SDVOSB) participation only. It is mandatory that SDVOSB offerors be certified in VetBiz.gov. Responses received from non-certified offerors will not be considered for award.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>One (1)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
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) LARRY A BUELL NCO1515L2-3827		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.)

(a). **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

(1). **CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**DUNS:** \_\_\_\_\_  
**Tax Identification Number (TIN):** \_\_\_\_\_  
  
**Contact person name:** \_\_\_\_\_  
**Contact person email:** \_\_\_\_\_  
**Contact person telephone:** \_\_\_\_\_  
**Contact person fax:** \_\_\_\_\_

(2). **CONTRACTOR DISPATCHER:** Requests for non-scheduled courier services shall be made to the Contractor personnel identified below:

**Contact Person:** \_\_\_\_\_  
**Normal Hours Telephone No.:** \_\_\_\_\_  
**After Hours Contact Person:** \_\_\_\_\_  
**After Hours Telephone No.** \_\_\_\_\_

(3). **GOVERNMENT:** DEPT. OF VETERANS AFFAIRS  
Veterans Health Administration  
Network Contracting Office (NCO) 15  
3450 S 4<sup>th</sup> St. Trafficway  
Leavenworth KS 66048

(b). **CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor will be made in accordance with:

- 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013), or  
 52.232-36, Payment by Third Party

(c). **INVOICES:** Invoices shall be submitted:

- (1). Quarterly   
(2). Semi-Annually   
(3). Other  – Monthly, in arrears.

(d). **GOVERNMENT INVOICE ADDRESS:**

- (1). All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs  
Financial Services Center

<http://www.fsc.va.gov/einvoice.asp>

Austin TX

(2). The contractor shall submit original invoices in proper electronic format to the Financial Services Center (FSC). Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Proper electronic format means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

(i). VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

(ii). A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).  
The X12 EDI Web site (<http://www.x12.org>).

(iii). Vendor e-Invoice Set-Up Information: Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

(A). Tungsten e-Invoice Setup Information: 1-877-489-6135

(B). Tungsten e-Invoice email: [VA.Registration@Tungsten-Network.com](mailto:VA.Registration@Tungsten-Network.com)

(C). FSC e-Invoice Contact Information: 1-877-353-9791

(D). FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

(e). REFERENCE NUMBERS: Please reference both the contract number (to be assigned) and the obligation number (to be assigned) on all correspondence and invoices. If contract option years are exercised, new obligation numbers will be issued and identified on the contract modification document.

(f). AUTHORIZATIONS:

(1). The Contracting Officer (CO) is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

(i). Contract prices,

(ii). Quality,

(iii). Quantities, or

(iv). Delivery terms and conditions.

(2). Contracting Officer Representatives (COR) and Alternate Contracting Officer's Representatives (Alt-COR) may be assigned to this contract. The COR and Alt-COR shall be provided specific written delegated authority by the CO, a copy of which will be provided to the Contractor.

(3). Ordering Officers may be authorized to place orders against this contract. The Contracting Officer will furnish the Contractor with the names of individuals authorized as ordering officers,

by separate memorandum upon issuance of the contract. When ordering officers are added after award, the Contracting Officer will furnish the Contractor with the names of individuals authorized as ordering officers, by memorandum upon ordering officer appointment. Ordering officers are responsible for issuing and administering orders placed under this contract. Ordering officers have no authority to modify any term of this basic contract. Any deviation from the terms of the basic contract must be approved in writing by the Contracting Officer responsible for this contract. The Contractor shall accept orders against this contract only from the Contracting Officer and/or authorized ordering officers. Fulfilling orders from persons other than the Contracting Officer or ordering officer may result in loss or delay in payment for supplies/services provided under such orders.”

(g). CHANGES TO THE CONTRACT: No individual or activity has authority to ADD, DELETE, CHANGE, OR MODIFY this order except by the CO or by written authority specifically delegated by the CO.

(h). CONTRACT TIME PERIOD:

(1). The base contract period shall commence (to be filled in at time of award) and expire (to be filled in at time of award).

(2). At the discretion of the government, and in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract, the contract may be extended four (4) one (1) year periods. Notice of an extension must be served in writing by the VA at least 10 days prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(3). At the discretion of the government, and in accordance with FAR Clause 52.217-8, Option to Extend Services, the contract may be exercised more than once, but the total extension of performance shall not exceed six (6) months. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. The Government may choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the rates of that exercised performance period.

(i). FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS: The Contracting Officer has determined that the Service Contract Labor Standards will apply to this contract. The services identified in the Statement of Work (SOW) that are to be provided under this contract does not meet the test of 29CFR 300 as “Professional Employees” and more specifically 29 CFR 540.301 as “Learned Professionals”. As such those employees are covered by the act. However, if employees other than the ones identified in the SOW are subsequently provided in the performance of the contract, this determination may not be applicable to them and the Act may not apply to those employees.

(j) CERTIFICATIONS:

(1) As required by Section E.3 FAR clause 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013),

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

(2). As required by Section E.10 FAR clause 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (APR 2016), if you have completed the annual representations and certifications electronically via <http://www.acquisition.gov> please mark your response and complete the following:

The offeror [ ] has [ ] **has not** 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 \_\_\_\_\_**

(k) LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011) This solicitation includes (**VAAR Clause 852.219-10 – VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside**). Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

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

AMENDMENT NO	DATE

## B.2 PRICE SCHEDULE

**NOTE:**

(1). Contract Line Item Number (CLINs) x001 in this Price Schedule below are for a definite quantity and are on a fixed schedule at a fixed-price per unit with Economic Price Adjustments. CLINs for fixed schedule services are to be invoiced and paid in arrears monthly. The item description for the base period on CLIN x001 applies to the corresponding option year services as well (with the exception of a different period of performance being applied).

(2). CLINs x002 through x005 are for on call services, for an indefinite quantity of non-schedule services, at a fixed-price per unit with Economic Price Adjustment. CLINs for non-scheduled services will be priced at a fixed-price per trip and mile and the actual trips and miles furnished will be invoiced and paid in arrears monthly. The quantities specified are ESTIMATED NUMBERS for budget and evaluation purposes and as such there is no guarantee made or implied as to the quantity the contractor may actually be required to furnish for these CLINs. The item descriptions for the base period of CLINs x002 through x005 apply to the corresponding option year services as well (with the exception of a different period of performance being applied).

(3). Because the price of fuel will have a disproportionate impact on the cost of performing this contract, and the price of gasoline has varied widely, all prices below will be subject to an annual adjustment based on the terms of the PROPORTIONAL ECONOMIC PRICE ADJUSTMENT OF CONTRACT PRICE(S) BASED ON A PRICE INDEX Clause (EPA clause) provided as section C.13 to this contract. Each option year, on the anniversary of the contract award, a new price will be computed for CLINs x001, x002, x003, x004, and x005 based upon the price of regular grade gasoline in the Midwest region of the United States (PADD2) on the anniversary of the Base Index, as adjusted by the percentage of each CLIN’s price that is attributable to the cost of gasoline. The Base Index, for the purposes of price adjustment, will be the price on the solicitation closing date for receipt of quotations.

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FIXED SCHEDULE COURIER SVS - once daily delivery and pickup at all of the facilities identified in Section B.3 (a) (3), within the response times identified in Section B.3 (b)(1)(iii). for the LUMP SUM PRICE PER DAY: Contract Period: Base POP Begin: 09-01-2017 POP End: 08-31-2018 % of unit price for fuel:	260.00	EA		

<b>0002</b>	<p>NON-SCHEDULED COURIER SVS – During Normal Working Hours-fixed rate for delivery within fifteen (15) mile radius of Kansas City VAMC. (Units are Estimated) - Price per trip: Contract Period: Base POP Begin: 09-01-2017 POP End: 08-31-2018 % of unit price for fuel:</p>	10.00 EA	_____	_____
<b>0003</b>	<p>NON-SCHEDULED COURIER SVS – During Normal Working Hours-Mileage rate for deliveries in excess of fifteen (15) mile radius of Kansas City VAMC. (Units are Estimated) - Price per mile (one way): Contract Period: Base POP Begin: 09-01-2017 POP End: 08-31-2018 % of unit price for fuel:</p>	1,000.00 EA	_____	_____
<b>0004</b>	<p>NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours-fixed rate for deliveries within fifteen (15) mile radius of Kansas City VAMC. (Units are Estimated) - Price per trip: Contract Period: Base POP Begin: 09-01-2017 POP End: 08-31-2018 % of unit price for fuel:</p>	50.00 EA	_____	_____
<b>0005</b>	<p>NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours- Mileage rate for deliveries in excess of fifteen (15) mile radius of Kansas City VAMC. (Units are Estimated) - Price per mile (one</p>	5,000.00 EA	_____	_____

	way): Contract Period: Base POP Begin: 09-01-2017 POP End: 08-31-2018 % of unit price for fuel:				
<b>1001</b>	FIXED SCHEDULE COURIER SVS Contract Period: Option 1 POP Begin: 09-01-2018 POP End: 08-31-2019	260.00	EA	_____	_____
<b>1002</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 1 POP Begin: 09-01-2018 POP End: 08-31-2019	10.00	EA	_____	_____
<b>1003</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 1 POP Begin: 09-01-2018 POP End: 08-31-2019	1,000.00	EA	_____	_____
<b>1004</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 1 POP Begin: 09-01-2018 POP End: 08-31-2019	50.00	EA	_____	_____
<b>1005</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 1 POP Begin: 09-01-2018 POP End: 08-31-2019	5,000.00	EA	_____	_____
<b>2001</b>	FIXED SCHEDULE COURIER SVS Contract Period: Option 2	260.00	EA	_____	_____

	POP Begin: 09-01-2019 POP End: 08-31-2020				
<b>2002</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 2 POP Begin: 09-01-2019 POP End: 08-31-2020	10.00	EA	_____	_____
<b>2003</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 2 POP Begin: 09-01-2019 POP End: 08-31-2020	1,000.00	EA	_____	_____
<b>2004</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 2 POP Begin: 09-01-2019 POP End: 08-31-2020	50.00	EA	_____	_____
<b>2005</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 2 POP Begin: 09-01-2019 POP End: 08-31-2020	5,000.00	EA	_____	_____
<b>3001</b>	FIXED SCHEDULE COURIER SVS Contract Period: Option 3 POP Begin: 09-01-2020 POP End: 08-31-2021	260.00	EA	_____	_____
<b>3002</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 3 POP Begin: 09-01-2020	10.00	EA	_____	_____

	POP End: 08-31-2021				
<b>3003</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 3 POP Begin: 09-01-2020 POP End: 08-31-2021	1,000.00	EA	_____	_____
<b>3004</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 3 POP Begin: 09-01-2020 POP End: 08-31-2021	50.00	EA	_____	_____
<b>3005</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 3 POP Begin: 09-01-2020 POP End: 08-31-2021	5,000.00	EA	_____	_____
<b>4001</b>	FIXED SCHEDULE COURIER SVS Contract Period: Option 4 POP Begin: 09-01-2021 POP End: 08-31-2022	260.00	EA	_____	_____
<b>4002</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 4 POP Begin: 09-01-2021 POP End: 08-31-2022	10.00	EA	_____	_____
<b>4003</b>	NON-SCHEDULED COURIER SVS – During Normal Working Hours Contract Period: Option 4 POP Begin: 09-01-2021	1,000.00	EA	_____	_____

	POP End: 08-31-2022				
<b>4004</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 4 POP Begin: 09-01-2021 POP End: 08-31-2022	50.00	EA	_____	_____
<b>4005</b>	NON-SCHEDULED COURIER SVS – Outside of Normal Working Hours Contract Period: Option 4 POP Begin: 09-01-2021 POP End: 08-31-2022	5,000.00	EA	_____	_____
				<b>GRAND TOTAL</b>	_____

### B.3 STATEMENT OF WORK (SOW)

(a). GENERAL INFORMATION:

(1). Title of Project: Ground transportation courier services for the following facility:

Dept. of Veterans Affairs  
Kansas City VA Medical Center  
4801 East Linwood Blvd.  
Kansas City MO 64128-2226

(2). Scope of Work: Contractor shall furnish all vehicles and personnel necessary to perform Courier Services in strict accordance with all terms, conditions, provisions, and specifications of this solicitation. Courier Services are required between the Community Based Outpatient Clinics (CBOC) and the Kansas City MO VA Medical Center (hereafter referred to as KCVAMC). The term of the contract will be for a Base Period of one year with option to extend for up to four (4) additional one year periods. The requirements for the option years will not change.

(3). Location:

(i). The Contractor shall furnish fixed schedule daily courier services to transport laboratory specimens, pharmacy items, clinical supplies and administrative materials between the KCVAMC, and the CBOCs located at:

- (A). 702 East Young Street, Warrensburg, MO 64093.
- (B). 209 Cunningham Industrial Parkway, Belton, MO 64012.
- (C). 501 South Hospital Drive, Paola, KS 66071.
- (D). 322 South Prewitt, Nevada, MO 64772.
- (E). 1111 Euclid, Cameron, MO 64429.
- (F). 197 South McCleary Road, Excelsior Springs, MO 64024.
- (G). 10500 Mastin Street, Overland Park, KS 66212.
- (H). 4251 Northern Avenue, Kansas City, MO 64133.
- (I). 6830 Anderson Street, Shawnee, Kansas 66226

(ii). The Contractor shall furnish non-scheduled courier services on an as required basis for deliveries from KCVAMC to, to-be-determined locations (facility or patient) or from a to-be-determined hospital or company to the KCVAMC.

(iii). Other fixed schedule locations may be added during the term of the contract as they become known. Any additional locations will be added to the contract as a separate CLIN.

(4). Background: The Department of Veteran Affairs, Network Contracting Office (NCO) 15, has a requirement to acquire commercial courier transportation services to support the KCVAMC. This requirement has been traditionally acquired via a base, plus 4 option year service contract. The existing contract #VA255-16-C-0170 was awarded 9/1/16 to FCX LLC. The contract will expire 8/31/2017.

- (5). Performance Period: The Contractor shall begin the work required under this SOW commencing with the effective date of award, unless otherwise directed by the CO, and shall provide continuous service until the date of contract expiration.
- (6). Type of Contract: Fixed-Price with Economic Price Adjustments.
- (7). Extension of Contract: This contract may be extended for up to four (4) one (1) year option periods at the discretion of the government, in accordance with FAR 52.217 9, Option to Extend the Term of the Contract. It may also be extended for up to six (6) months at the discretion of the government, in accordance with FAR 52.217- 8, Option to Extend Services.
- (8). Definitions/Acronyms:
  - (i). Contracting Officer (CO) – VA official with the authority to enter into, administers, terminates contracts, and makes related determinations and findings. The CO will physically be located at Dept. of Veteran’s Affairs, Network Contracting Office (NCO) 15, 3450 S 4<sup>th</sup> St., Leavenworth KS 66048.
  - (ii). Contracting Officer’s Representative (COR) – VA official responsible for providing contract oversight and technical guidance to the CO. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and is a member of the vehicle inspection team. All administrative functions remain with the CO. The COR will physically be located at Dept. of Veteran’s Affairs, Kansas City MO VA Medical Center, 4801 E Linwood Blvd., Kansas City MO 64128-2226.
  - (iii). Contractor – The term “Contractor” as used herein refers to both the prime Contractor and his/her personnel, and any subcontractors and their personnel. The Contractor shall be responsible for assuring that all subcontractors comply with the provisions of this contract.
  - (iv). Business Hours/Days – Business hours/days are defined as the time of 8:00 a.m. to 4:30 p.m., Monday through Friday, except Federal holidays. Federal holidays include New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other specifically designated days by the President of the United States to be a national holiday.
  - (v). Off Business hours/days - Off Business hours/days are defined as the time of 4:31 p.m. to 7:59a.m. Monday through Friday, 4:30 p.m. Friday to 7:59 a.m. Monday; weekends, and all Federal holidays.
  - (vi). Fifteen (15) mile radius – An imaginary line drawn around the city of Kansas City, MO with its center being the KCVAMC. It is determined through the use of the internet application “Google Maps”. Utilizing the app’s search feature the address of the destination is entered and the app will display one or more routes to the destination, the projected travel time and the number of miles. The route with the least amount of travel time will be utilized for computing the distance. The

first 15 miles of the distance is to be included in the per trip price specified in the Price Schedule, any miles in excess of 15 (rounded to the nearest 1/10 mile) will be invoiced at the mileage rate specified in the Price Schedule.

- (b). **SERVICES TO BE PROVIDED:** The Contractor shall furnish all supervision, labor, materials, equipment, vehicles, meals and other related items necessary to perform courier services as described herein. All work is to be performed in accordance with the guidelines established by the Federal, State and local regulations and ordinances. Laboratory specimens, i.e. body fluids, will be properly packaged by KCVAMC personnel for transportation. The Contractor shall notify the COR for any delay in scheduled pickup/delivery at either location. The Contractor shall notify the COR when any condition adversely affects the Contractor's ability to perform the daily trip. This notification must be provided immediately upon deciding to cancel the trip.

(1). Scheduled Services (CLINs x001 in the Price Schedule):

- (i). Services shall include pickup and delivery of all clinical supplies, laboratory specimens (blood/body fluids), pharmacy items, administrative materials, etc. used in the daily operation of an outpatient clinic. Contractor shall furnish all equipment, vehicles, fuel, labor, meals, lodging, and related item in conjunction with the performance of courier services. Laboratory specimen must be in secured containers, and supplies in envelopes.
- (ii) **The Contractor is encouraged to establish once daily courier routes that combine scheduled pick-up and delivery to all the facilities identified in Section (a) (3) above, within the response times identified in Section (c) (1) (iii) below, with the most economical use of courier time and mileage.**
- (iii). Response Times.
- (A). Contractor's personnel shall report to the Laboratory Department of the KCVAMC and sign an electronic log that specifies what is being transported. This electronic log device is to be provided by the Contractor's personnel. Contractor's personnel shall pick up all items, and sign for them at time of pickup. If items are not picked up, and proof of pickup is through Contractor's personnel signature, then a deduction from the invoice for that item will be made.
- (B). Contractor's personnel shall report to Inpatient Pharmacy window of the KCVAMC and sign an electronic log book that specifies what is being transported to the CBOCs. This electronic log device is to be provided by the Contractor's personnel. Contractor's personnel shall report to the Inpatient Pharmacy window of the KCVAMC with envelopes labeled for delivery/return to Pharmacy on the same day the Courier received them. Pharmacy staff will sign for the items being delivered using the Courier's signature log.
- (C). Contractor's personnel shall report to the Supply room (MB-432) of the KCVAMC and pick up any supply and mail items on the shelving to be delivered to the identified CBOC. Items should be placed in electronic log, which will then be signed at the receiving location.

- (D). Items shall be picked up at the KCVAMC Laboratory, Inpatient Pharmacy and the secured supply room daily (Monday through Friday). Items shall be picked up between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday and delivered to each CBOC the same day.
- (E). Items shall be picked up at the CBOCs Monday through Friday between 3:00 p.m. and 4:30 p.m. and shall be delivered to the appropriate KCVAMC Laboratory, Pharmacy and supply room no later than 2 hours from pick-up time. Contractor's personnel shall sign an electronic log book at the CBOC that specifies what is being transported. This electronic log device is to be provided by the Contractor's personnel.
- (F). Deliveries to the CBOCs shall be left with an authorized person who can sign for the deliveries. The VA will provide a list of authorized individuals upon award.

(2). Non-schedule Services (CLINs x002 through x005 in the Price Schedule):

- (i). Courier services will be furnished twenty-four hours a day, seven days a week (24/7) on an as needed basis and with little or no advance notice given
- (ii). The Contractor shall provide courier services for deliveries within a 100-mile radius of the KCVAMC, i.e. from KCVAMC to another facility or patient or from another hospital or company to the KCVAMC. CBOC's, Pharmacy, Pathology and Laboratory, and Cath Lab will all be utilizing the non-scheduled services.
  - (A). Response time:
    - Pickup originating at the KCVAMC shall be within one (1) hour of notification and delivery within two (2) hours after pickup.
    - Pickup originating at a location other than the KCVAMC shall be within one (1) hour of notification if the location is within a 50-mile radius of KCVAMC or within two (2) hours of notification if the location is in excess of a 50-mile radius of KCVAMC. Delivery shall be within two (2) hours after pickup.
  - (B). The Contractor shall not open or disclose any information that may be contained on the outside of any envelopes or containers.
  - (C). All non-scheduled trip mileage will be priced one way (loaded), unless otherwise designated as round trip.

(3). Lost, Stolen or Damaged Items.

- (i). Contractor shall make all reasonable provisions to protect items being transported against loss, such as placing items in a secure area until delivery has been accomplished. Should an item be lost or stolen while in the Contractor's possession, the Contractor shall reimburse KCVAMC for the cost of the envelope and its contents (e.g. office supply items).
  - (ii). Should an item become damaged beyond use, the Contractor shall reimburse KCVAMC for the cost of the item (e.g. office supply items).
- (4). Interruption of Work: The Contractor's personnel shall be required to interrupt the performance of the services of this contract at any time to prevent interference of

- operations of the Medical Center, to include the right of way passage for patients, staff, personnel, visitors, equipment, carts, fire protection systems, emergency vehicles, and utility services. Contractor shall provide a central call-in telephone number and point(s) of contact to include name, telephone number, and email for each Medical Center or CBOC serviced under this contract. The purpose is to provide efficient and timely communication for adverse events that delay or cancel a scheduled pickup/delivery, follow up on issues noted after delivery, etc.
- (5). The Contractor shall provide a list of personnel to contact in case of emergency. The list shall include names, phone numbers and/or pager numbers.
  - (6). Invoices/Billing: In addition to invoice requirements cited in FAR 52.212-4 (g), the Contractor shall furnish a detailed invoice indicating work performed with an itemized listing of pricing by CLIN, monthly in arrears. Four separate accounts will be established and four (4) different obligation funding documents will be identified to the Contractor. The Contractor will prepare four separate invoices, one for each account. Invoices will be submitted in accordance with the instructions provided in Section B.1.
  - (7). The Contractor shall be licensed by the State or Local health authority in those localities where licenses are required. The vehicle and storage areas in the performance of this contract shall be licensed and meet any minimum applicable requirements mandated by the State of Missouri.
  - (8). Inspection of Offeror's Facilities: The CO or his/her designee reserves the right to thoroughly inspect and investigate the Contractor's establishment, facilities, business reputation, and procedures for carrying out the work/services of this contract to assure acceptable performance and compliance with the terms and conditions of this contract.
  - (9). Call-Back Requirement: The Contractor shall within thirty (30) minutes after receipt of notification by the COR of his/her designee, re-perform the services of this contract when it is determined that unsatisfactory performance has been received, at no additional charge to the Government.
  - (10). Required Contractor Reporting: The Contractor shall be responsible for supplying, completing, and submitting all reports required and or requested by any Federal, State, and or Local government agency, as required by laws, ordinance, and/or regulations, that pertain to the supplies and services provided under this contract. All correspondence relative to this contract (i.e. invoice, inquiry, etc.) shall contain the contract number, facility name, and description of services performed.
  - (11). Personnel conduct: The Contractor's personnel, while performing the services of this contract, shall conduct themselves in a professional business-like manner. The CO and COR reserve the right to restrict any contractor personnel from performing the services of this contract as a result of unprofessional behavior, with the determination made in writing. The Government shall be the sole judge for this determination, which shall be provided in writing to the contractor. Smoking is permitted only in designated areas. Vehicle operations shall observe and abide by all

signage, speed limits, pedestrian right-of-way, emergency vehicle right-of-way, and designated roadways to collection sites. The contractor will only allow individuals who have completed security clearance to accompany a driver during execution of this agreement.

- (12). The Contractor shall provide and maintain training for its personnel in appropriate safety and packaging procedures suitable to specimen type and distances transported. This should include issues such as adherence to regulations for transport of biohazards, use of rigid containers where appropriate, temperature control, notification procedure in case of accident or spills, etc. Contractor shall maintain an emergency spill kit in the vehicle. Upon request by the Contracting Officer Representative (COR) or designee, contractor shall provide documentation in certifying that training has been provided to contractor's personnel.
- (13). Uniforms: The Contractor shall supply his/her employees' uniforms that be worn at all times while performing the services of this contract and while contractor's personnel are on Government property, and in Government Buildings. These uniforms shall contain the person's name and the contractor's insignia on a badge or emblazoned upon the shirt. Uniform may consist of a designated color shirt and designated color slacks. Consistence is necessary for identification purposes when the contractor or contractor's personnel are on site at Government facilities.
- (14). Back-Up Plan: Contractor shall provide documentation of a plan for the continuation of services should one or more of the regularly scheduled contractor personnel who has received security clearance is unable to perform duties.

(c). IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS:

- (1). The Contractor's personnel shall wear visible identification at all times while on the premises of the VA. Identification shall include, as a minimum, the person's name, position, and the contractor's trade name.
- (2). The Contractor's personnel shall maintain a safe, professional work environment by wearing appropriate dress attire.
  - (i). Staff will wear clean and well-maintained attire that covers the body from shoulders to knees while performing all duties required, including bending and lifting.
  - (ii). In accordance with the Kansas City VA Dress Code Policy Memorandum (PM) 001S-02, open toed and/or open heeled shoes are not allowed. Closed-toed and appropriately heeled shoes shall be worn by all personnel to prevent injuries from sharps, slips, falls, large or heavy stock items, carts, shelves etc.
- (3). It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from KCVAMC Police Service. The KCVAMC will not invalidate or make reimbursement for parking violations of the contractor under any conditions.

(4). Transportation of Patient Care items consisting of Laboratory, Nursing, Pharmacy or Home Based Primary Care (HBPC) between a Facility Campus, Patient Residence, or CBOC Location:

(i). Any vehicle used in the performance of this contract, whether personal or vehicles otherwise provided to personnel by contractor, shall be kept clean and free of any hazardous liquids, materials, or debris that could affect the integrity of products and materials transported for patient care. Vehicles interior storage area shall be cleaned quarterly or more often if area is visibly soiled.

(ii). Whenever the vehicle is not in use, any items in process of being delivered should be locked in a clean part of the vehicle. The items should not be visible from outside of the vehicle.

(iii). Sensitive items should not be stored in the vehicle when outdoor temperatures are <50 F or > 78 F. Packaged items where the contents are discernable shall be treated as sensitive items.

(5). Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not local district, state, or municipal court.

(6). Smoking is prohibited inside all VA buildings.

(d). THE JOINT COMMISSION COMPETENCY REQUIREMENTS:

(1). The Contractor shall be responsible to ensure that contractor personnel (and/or subcontractor personnel) coming to the work site shall receive the information required to perform their duties.

(2). The Contractor shall attend a pre-work orientation meeting prior to commencement of. The KCVAMC shall schedule this meeting and it shall include discussion of the following topics:

(i). Fire and Safety.

(ii). Infection Control.

(iii). Disaster Procedures.

(iv). Other.

(3). The Contractor shall be responsible to ensure that Contractor's personnel (and/or subcontractor personnel) coming to work site shall receive the information above.

(4). The Contractor shall be responsible to ensure that Contractor's personnel (and/or subcontractor personnel) coming to work on this contract are fully trained and completely competent to perform the required work.

(e). **GOVERNMENT'S QUALITY ASSURANCE:** The COR or designee will evaluate the Contractor's performance by using a Quality Assurance Surveillance Plan (QASP) in accordance with FAR 52.212-4 Contract Terms and Conditions – Commercial Items, subparagraph (a) Inspection/ Acceptance. A sample QASP will be provided to the Contractor. The final QASP will be developed jointly by the Contractor and the Government prior to contract award.

- (1). The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the SOW and the contractor's quality control plan (QCP), and to ensure that the government pays only for the level of services received.
- (2). This QASP defines the roles and responsibilities of all members of the contracting team, identifies the performance objectives, defines the methodologies used to monitor and evaluate the contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

(f). **EVIDENCE OF INSURANCE COVERAGE:**

- (1). Before commencing work under the contract, the Contractor shall furnish to the CO, a certificate of insurance indicating the coverage outlined and containing an endorsement to the effect that cancellation of, or any material change in the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a 30-day advance written notice of cancellation or change is furnished the contracting officer.
- (2). **Workers compensation and employer's liability:** The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under these statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in states with exclusive and monopolistic funds that do not permit worker's compensation to be written by private carriers.
  - (i). **General Liability:** \$500,000 per occurrence
  - (ii). **Automobile Liability:** \$250,000 per person, \$500,000 per occurrence and \$100,000 property damage.
- (3). In lieu of the insurance coverage required, the Contractor may furnish evidence of financial responsibility in the form of a qualified self-insurance program, an irrevocable letter of credit, or a letter in which the Contractor agrees to accept the financial responsibility and further states that he/she is financially able to meet all

claims up to the amount specified. The furnishing of such evidence of insurance coverage or financial responsibility may not be waived.

(g) VISN 15 PERSONAL SECURITY VERIFICATION (PIV) CARD AND/OR SECURITY BADGE REQUIREMENTS FOR CONTRACTOR PERSONNELS:

(1) Definitions.

- (i) Contractor employee or personnel means an employee of the prime Contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the Contractor is associated. It also includes consultants engaged by any of those entities.
- (ii) VA sensitive information means all department data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information. The term includes information whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of federal programs.

(2) VA Privacy Training Requirements for Contractor Personnel. All Contractor employees performing courier services shall successfully complete VA General Privacy training prior to contract performance and annually thereafter. The Contractor shall provide a copy of VA General Privacy training certificates for each applicable employee to the CO prior to contract performance and annually thereafter. This course is available online at the follow link: <https://www.tms.va.gov/learning/user/SelfRegistrationUserSelection.do>.

(3) Failure to complete mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed. In addition, the contract may be terminated for cause should the Contractor fail to meet mandatory training requirements.

(4) Special Agreement Checks (SAC) and issuance of Non-Personnel Identification Verification (Non- PIV) security badges:

- (i) Because this contract requires contractor employees to have routine, unescorted access to VA facilities and access to sensitive records, all Contractor personnel performing courier services who do not already possess a current Security Badge or Non-PIV Card acceptable to VA shall be required to provide personal information, undergo an FBI National Criminal History Fingerprint Check, and obtain a Security Badge or Non-PIV Card prior to being permitted access to any such facility in performance of this contract. No contractor employee will be permitted routine, unescorted access to a VA facility without a proper Security Badge or Non-PIV Card.

- (ii) Citizenship-related requirements. Each affected contractor employee as described in paragraph (A) shall be a United States (U.S.) citizen. Otherwise, each affected contractor employee as described in paragraph (a) shall be:
  - (A) A United States (U.S.) citizen; or
  - (B) A national of the United States (see 8 U.S.C. 1408); or
  - (C) An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.
  
- (iii) The level of background investigation commensurate with the level of access needed to perform the statement of work for this requirement is a Special Agreement Check (SAC) investigation, which equates to fingerprinting. This level of investigation requires all contractor and subcontractor employees performing courier service work under this requirement to be fingerprinted, receive a favorable adjudication from the VHA Service Center (VSC) Personnel Security Office, and to be issued a Non-PIV security badge. This requirement is applicable to all subcontractor personnel performing the same services. If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA. Contractor personnel who have received a favorable adjudication from a previous investigation may be exempt from undergoing another investigation. Exemptions may be granted when Contractor personnel provide the CO proof of previous adjudication and VSC verifies favorable adjudication
  - (A) Position Sensitivity - The position sensitivity has been designated as: Low Risk.
  - (B) Background Investigation - The level of background investigation commensurate with the required level of access is: Special Agreement Check (SAC).
  - (C) The Contractor shall bear the expense of obtaining background investigations. Presently the VSC charges \$32.00 for each Contractor SAC Background Investigation.
  - (D) The Contractor shall submit or have their employees submit required forms to the COR or CO within five (5) business days of contract award. Forms are available as attachments in Section D (Attachment (4) - Security Request Packet and Attachment (5) - Declaration for Federal Employment (Form 306)) of this solicitation and online at <http://vaww.va.gov/VHASERVICECENTER/Security.asp>
  
- (iv) Once the required forms are received, the CO will pre-screen the forms for completeness, and forward them to VSC in order to initiate the required background investigation(s) within fourteen (14) calendar days of appointment. Only after the CO notifies the Contractor that the background investigation(s) was initiated shall the Contractor be authorized to provide services under the contract.
  - (A) If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.
  - (B) If any employee is determined to be unsuitable to be given access to a government facility or VA system, the contractor shall not allow such employees to perform work on this contract.
  
- (v) The Contractor, if notified of an unfavorable determination by the VA, shall withdraw the employee from consideration as a Contractor employee working on this contract. Failure to comply with the Contractor employee security requirements may result in termination of the contract for default.
  
- (vi) Security Badge or Non-PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their Security Badge or Non-PIV Cards on their

persons at all times while working in a VA facility and shall present their cards for inspection upon request by VA officials or VA security personnel.

- (vii) The contractor shall be responsible for all Security Badge or PIV Cards issued to the contractor's employees and shall immediately notify the COR if any Security Badge or Non-PIV Card(s) cannot be accounted for. The contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her VA-issued Security Badge or Non-PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to VA facilities). In such cases, the COR will instruct the contractor on how to return the Security Badge or Non-PIV Card. Upon expiration of this contract, the COR will instruct the contractor on how to return all VA-issued Security Badge or Non-PIV Cards not previously returned. The contractor shall not return Security Badge or Non-PIV Cards to any person other than the individual(s) named by the COR.
  - (viii) VA shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to VA facilities and systems. The CO will notify the contractor immediately when VA has determined that an employee is unsuitable or unfit to be permitted access to a VA facility or system. The Contractor shall immediately notify such an employee that he/she no longer has access to any VA facility or system, shall retrieve the employee's Security Badge or Non-PIV Card from the employee, and shall provide a suitable replacement employee in accordance with the requirements of this clause. The VA may not be able to give the contractor the reason for requiring the removal of the unsuitable contractor employee. The VA shall not be responsible for any costs incurred by the contractor as a result of removing such employee from the subject contract.
  - (ix) Failure on the part of the Contractor to comply with the terms of this requirement may result in termination of this contract for default.
- (5) Through the use of Appendix A of VA Handbook 6500.6, it has been determined that performance of courier services does not require any access to the VA Information Technology network, therefore, the inclusion of VAAR Security Clause 852.273-75 is not required.
- (h) **RECORDS MANAGEMENT:** The following requirements will apply to records generated in executing the contract.
- (1). Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
  - (2). The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

- (3). The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
  - (4). The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
  - (5). The Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
  - (6). The Government Agency owns the rights to all data/records produced as part of this contract.
  - (7). The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
  - (8). The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or
  - (9). No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
  - (10). The Contractor is required to obtain the CO's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information. mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- (i). CPARS. Required registration with Contractor Performance Assessment Reporting System (CPARS).
  - (1). As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each

report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Sea Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

- (2). Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil). Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.
- (3). For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
- (4). Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.
- (5). Evidence of Insurance coverage. Before commencing work under the contract, the Contractor shall furnish the CO with a certification from his/her insurance companies indicating the coverages for this contract have been obtained and that it may not be changed or canceled without written notice within thirty (30) days to the CO.
- (6). Non-personal services. The parties agree that the Contractor, all Contractor staff, agents and sub-Contractors shall not be considered VA employees for any purpose.

(j). SOLICITATION ATTACHMENTS:

The following items will apply to this solicitation and the resulting contract/s:

- (1). Attachment (1) – Wage Determinations Incorporated by Reference. Most current Wage Determinations as published by the Dept. of Labor. Furnished to provide the Contractor information on the minimum wages that must be paid to Contractor personnel in accordance with the Service Contract Act of 1965.

- (2). Attachment (2) – Contractor Rules of Behavior (VA Handbook 6500.6 Appx D). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide the Contractor advanced notice of the form’s requirements.
- (3). Attachment (3) – Contractor Confidentiality Agreement (VA Form 0752). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide the Contractor advanced notice of the form’s requirements.
- (4). Attachment (4) – VSC Security Request Packet. Copy of the forms that the Contractor personnel must use to obtain a NACI background investigation. Furnished to provide the Contractor advanced notice of the form’s requirements.
- (5). Attachment (5) – Declaration for Federal Employment – Optional Form 306. Copy of the form that the Contractor personnel must use if additional background information is required for a NACI background investigation. Furnished to provide the Contractor advanced notice of the form’s requirements.
- (6). Attachment (6) - Sample Quality Assurance Surveillance Plan (QASP). To be utilized by the Contractor and the government to negotiate a QASP that is mutually agreeable to both parties.

**THIS PROCUREMENT IS BEING CONDUCTED IN ACCORDANCE WITH FAR PART 12 – ACQUISITION OF COMMERCIAL ITEMS, AND PART 13.5 – SIMPLIFIED PROCEDURES FOR CERTAIN COMMERCIAL ITEMS.**

(End of Section B)

## SECTION C - CONTRACT CLAUSES

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

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

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

#### C.1 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> FAR

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

(End of Clause)

#### C.2 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 10 days.

(End of Clause)

### **C.3 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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

### **C.4 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

### **C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

\$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

### **C.6 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.7 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.8 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.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

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

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

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

## **C.10 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.11 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 Kansas and Missouri. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

### **C.12 VA INFORMATION AND INFORMATION SYSTEM SECURITY / PRIVACY**

(from VA Handbook 6500.6, Appendix C, March 12, 2010)

#### **1. GENERAL**

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

#### **2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

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

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

(c). Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a

Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

(d). Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

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

### 3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

**4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT – NOT APPLICABLE TO THIS ACQUISITION**

**5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE - NOT APPLICABLE TO THIS ACQUISITION**

**6. SECURITY INCIDENT INVESTIGATION**

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

(b). To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

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

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

## **7. LIQUIDATED DAMAGES FOR DATA BREACH**

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

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

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

(1) Nature of the event (loss, theft, unauthorized access);

(2). Description of the event, including:

(A). date of occurrence;

(B). data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

- (3). Number of individuals affected or potentially affected;
- (4). Names of individuals or groups affected or potentially affected;
- (5). Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6). Amount of time the data has been out of VA control;
- (7). The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8). Known misuses of data containing sensitive personal information, if any;
- (9). Assessment of the potential harm to the affected individuals;
- (10). Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11). Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

- (1). Notification;
- (2). One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3). Data breach analysis;
- (4). Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5). One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6). Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **8. SECURITY CONTROLS COMPLIANCE TESTING**

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at

each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

## 9. TRAINING

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

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

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

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

(4). Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access

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

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

## C.13 PROPORTIONAL ECONOMIC PRICE ADJUSTMENT (EPA) OF CONTRACT PRICE(S) BASED ON PRICE INDEX

(a) To the extent that contract cost increases are provided by this economic price adjustment clause, the offeror warrants that the prices in this offer for any option periods do not include any amount to protect against such contingent cost increases.

(b) The cost index, for the purpose of price adjustment under this clause, shall be “Retail On-Highway Regular Grade Gasoline Prices”, shall be the Energy Information Administration Web site as contained in <http://www.eia.gov/petroleum/gasdiesel/> as published by the U.S. Department of Energy. All adjustments authorized under this clause shall be made by using the Base Index and Adjusting Indexes, which are published weekly each Monday at 5:00 PM (Eastern Time), or Tuesday if Monday is a holiday.

(1) The Base Index, for the purposes of price adjustment under this clause, shall be the most recent Index published prior to the closing date for receipt of offers, or the due date for receipt of best and final offers if discussions are held. This Base Index shall remain constant throughout the life of the contract, including all options.

- (2) The Adjusting Index shall be the most recent Index published prior to the date of contract adjustment, as specified in paragraph (f).
- (c) For purposes of this clause, it will be conclusively presumed that % (percentage)<sup>1</sup> (as provided in the Price Schedule) of the price of Mileage represents the Base Cost of regular grade gasoline or diesel fuel<sup>2</sup>, and the resulting Base Cost will be the basis upon which adjustment will be made under this clause. This Base Cost will be used in calculating all adjustments to all Contract Line Item Numbers (CLINs). A new Base Cost will be calculated for each option year period on the new option year prices.
- (d) The percentage of the price of the indexed commodity (see paragraph (c)) remains fixed throughout the life of the contract and is not subject to modification under this clause. Any pricing actions pursuant to the “Changes” clause or other clause or provision of the contract, except for this clause, will be priced as though there were no provisions for economic price adjustment.
- (e) All price adjustments shall be applicable only to the specific contract adjustment period to which the calculations are made. For every contract adjustment period, new calculations shall be made and new prices determined. Every adjustment during the Base Year shall be based on the original contract prices for that contract year and every adjustment during an option year shall be based on the original contract prices for that option year. The contracting officer must make new calculations for each and every contract adjustment period specified in paragraph (f) and at the beginning of each new option year, if different.
- (f) The dates of contract adjustment shall be the anniversary of the Base Index of each exercised option year. The contracting office shall retain a copy of the Base Index in the contract file and, on each date of adjustment specified herein, obtain a copy of the Adjusting Index. The Contracting Officer shall calculate the adjustment due and shall, upon exercise of the option year, issue a modification to the contract adjusting the contract or unit price(s). The adjusted contract or unit price(s) shall be effective for all orders placed or services provided after the effective date of contract adjustment, as specified in this paragraph (f), until the date of the next option year contract modification. If the Contracting Officer fails to act, the Contractor shall request a contract adjustment in writing and any subsequent adjustment shall be retroactive to the applicable date of contract adjustment. The Contractor’s entitlement to price increases for a prior contract period (base year or option year) shall be waived unless the Contractor’s written request for an adjustment under this clause is received by the Contracting Officer no later than 30 days following the end of the base year for changes applicable to the base year, or 30 days following the end of each option year for changes applicable to that option year. The Government’s right to contract decreased for prior contract periods (base year or option year) shall be waived unless the Contracting Officer processes a contract modification no later than 30 days following the end of the base year for changes applicable to the base year, or 30 days following the end of each option year for changes applicable to that option year.
- (g) An example of an adjustment calculation is provided herein for information purposes only.
- (1) For purpose of this example, assume that a contract is for ambulance services, that the contract price is \$2.10 per mile one way, that price adjustments will be made on the basis of the cost of gasoline, that the cost of gasoline represents 10% of the total cost per mile (the Base Cost is 10% of \$2.10 (the per mile one way price in Line Item X), or \$0.21), and that contract adjustments will be made annually. If the Base Index (the price of gasoline the week prior to receipt of bids) is \$1.559 per gallon and the price of gasoline at the first date of contract adjustment (annual anniversary of the week prior to receipt of bids) is \$2.129 per gallon, the calculations for contract price adjustment would be as follows:

Adjusting Index (most recent Index

Cost of gasoline as of the date of the First adjustment period)	\$2.129 per gallon
Minus the Base Index (Index cost of Gasoline as of the date of receipt of Offers)	-\$1.559 per gallon
Equals increase (or decrease) to the Base Index	\$0.570
Divide increase (or decrease) to the Base Index by the Base Index	$\$0.570 \div \$1.559 = .3656^*$ (36.56% increase)

Base Cost of \$0.21 (10% of \$2.10) multiplied by .3656 = \$0.0768 unit price increase

New Unit price following the adjustment is \$2.10 plus \$0.0768 = \$2.1768 per mile (rounded to \$2.18)\*\*

\*This figure shall be rounded to the fourth decimal place. When the fifth decimal is 1 to 4, the figure shall be rounded down, 5 to 9, rounded up.

\*\*The unit price adjustment shall be rounded up or down, as above, to match the number of decimal places in the original bid.

- (2) For the second contract adjustment period, all calculations would be based on the original contract bid price for that contract year, \$2.10 per mile in this example. If the price of gasoline goes down during the second adjustment period to the original Base Index price of \$1.559 per gallon, the adjusted contract price for that second period would return to \$2.10 per mile (there would be a zero percent increase or decrease to the Base Cost and thus no change to the original bid price for that contract adjustment period). The contracting officer would then issue a contract modification returning the contract price from \$2.18 to \$2.10 per mile for that contract adjustment period. If, on the other hand, the price of gasoline actually went below the Base Index price, say to \$1.449 per gallon, the calculations for the second economic price adjustment period would be as follows:

Adjusting Index (most recent index Cost of gasoline as of the date of The second adjustment period)	\$1.449 per gallon
Minus the Base Index (Index cost of Gasoline as of the date of Receipt of offers)	-\$1.559 per gallon
Equals increase (or decrease) to Base Index	(\$0.110) (a negative \$.11)
Divide increase (or decrease) to the Base Index by the Base Index	$(\$0.11) \div \$1.559 = (.0706)$ (7.06% decrease)

Base Cost of \$0.21 (10% of \$2.10) multiplied by (.0706) = (\$0.0148) unit price decrease

New Unit price following the second economic price adjustment is \$2.10 minus \$0.0148 = \$2.0852 per mile (rounded to \$2.09)

(3) At the start of the first option year, the contracting officer shall recalculate the price per mile based on any changes in the price of gasoline from the original contract award date and based on the contractor's new first option year price per mile. Assuming the contractor's bid price per mile for the first option year was \$2.25 per mile, the new Base Cost for gasoline would be 10% of \$2.25, or \$0.225 (note that the original percent figure from paragraph (c) (10% in this sample) stays constant throughout the life of the contract), but the Base Cost would change if the option year contract price changes. If the Adjusting Index for gasoline at the start of the first option year was now up to \$1.899 per gallon, the new first option year price for the first contract adjustment period would be calculated as follows:

Adjusting Index (most recent Index Cost of gasoline as of the first day of The first option period)	\$1.899 per gallon
Minus the Base Index (Index cost of Gasoline as of the date of receipt Of offers)	-\$1.559 per gallon
Equals increase (or decrease) to the Base index	\$0.340
Divide the increase (or decrease) to the Base Index by the Base Index	$\$0.34 \div \$1.559 = .2181$ (21.81% increase)

Base Cost of \$0.225 (10% \* of \$2.25) multiplied by .2181 = \$0.0491 unit price increase

New Unit price for the first contract adjustment period in the first option year is \$2.25 plus \$0.0491 = \$2.2991 per mile (rounded to \$2.30 per mile)

\*Note that the percentage remains constant (10% but that the Base Cost has been increased for the first contract adjustment period in the first option year, since the Base Cost is a percentage of the first option year unit cost per mile (in this sample), and the unit cost per mile has increased in this sample for the first option year from \$2.10 to \$2.25.

Although the new unit price for the first contract adjustment period of the first option year following application of the economic price adjustment in this sample would be \$2.30 per mile, all economic price adjustment calculations made during that first option year would be based on the original first option year bid price (\$2.25 in this sample). If in the second contract adjustment period of the first option year, the calculations resulted in a unit price increase for gasoline of \$0.0332, the adjusted price for that period would be  $\$2.25 + \$0.0332 = \$2.2832$ , rounded to \$2.28 per mile.

- (h) Price adjustments pursuant to this clause, which shall be made by contract modification issued by the contracting officer, shall show the Base Index (see paragraph (b)(b)), the Adjusting Index, the Base Cost (see paragraph (c)), the mathematical calculations used to arrive at the adjusted contract unit price, and the effective date of the adjustment.
- (i) In the event that the Department of Energy discontinues, or alters substantially, its method of calculating the index herein, the parties shall mutually agree upon an appropriate substitute for determining the price adjustment described herein. If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may modify

the contract to specify use of an appropriate substitute index, effective on the date the index specified herein begins to consistently and substantially fail to reflect market conditions.

- (j) Any dispute arising under the clause shall be determined in accordance with and subject to the “Disputes” clause of the contract.

<sup>1</sup>The percentage will reflect the portion of the per mileage or per trip unit price in the successful offeror’s “other than cost or pricing data” submitted in response to the solicitation. This figure remains constant throughout the life of the contract.

<sup>2</sup>Use of cost index (Retail On Highway Diesel Prices or Retail Gasoline Prices, Regular Grade) will be determined at time of award dependent upon successful offeror’s “other than cost and pricing data” submitted in response to the solicitation.

(End of Clause)  
(End of Addendum to 52.212-4)

#### **C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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).

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

[X] (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

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

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

[X] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

[X] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[X] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[X] (ii) Alternate I (JAN 2017) of 52.224-3.

[X] (51) 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).

[X] (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

[X] (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).

<u><b>Employee Class</b></u>	<u><b>Monetary Wage-Fringe Benefits</b></u>
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**Messenger GS-0302-02**

**\$11.54/\$4.21**

[X] (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).

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

[X] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(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).
- (xiii) 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).
- (xiv) 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).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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)

(End of Section C)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS (ATTACHED AS SEPARATE DOCUMENTS)**

<b>TITLE</b>	<b>DATE</b>	<b>PAGE COUNT</b>
<b>Attachment (1) - Wage Determination Incorporated by Reference</b> (in Adobe .pdf format)	N/A	2
<b>Attachment (2) – Contractor Rules of Behavior</b> (VA Handbook 6500.6 Appendix D) (in Adobe .pdf format)	N/A	5
<b>Attachment (3) – Contractor Confidentiality Agreement</b> (VA Form 0752) (in Adobe .pdf format)	Sep 2005	5
<p><b>Attachment (4) – VSC Security Request Package</b>, consisting of the following documents:</p> <p>Contract Security Services Request Form #1A</p> <p>Contractor/Employee Fingerprint Request Instructional Form 2A</p> <p>Contractor/Employee Fingerprint Request Form #2</p> <p>PIV Sponsorship Instructional Form 3A</p> <p>VHA Service Center PIV Sponsorship Form #3</p> <p>Security Verification Continuation Instructional Form 1B</p> <p>Contract Security Verification Request Supplemental Form #1B</p> <p>Self Certification of Continuous Service</p>	<p>Apr 2012</p> <p>N/A</p> <p>Apr 2012</p> <p>N/A</p> <p>Apr 2012</p> <p>N/A</p> <p>Apr 2012</p> <p>Feb 2017</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>
<b>Attachment (5) – Declaration for Federal Employment – Optional Form 306</b> (in Adobe .pdf format)	Oct 2011	3

<b>Attachment (6) – Quality Assurance Surveillance Plan (QASP)</b> (in Adobe .pdf format)	N/A	9

(End of Section D)

## SECTION E - SOLICITATION PROVISIONS

### 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:

Addendum to FAR Provision 52.212-1 Instructions to Offerors - - Commercial Items (JAN 2017)

### **\*INSTRUCTIONS FOR QUOTATION SUBMISSION\***

- (a) A Hard copy of quotations may be provided to the following address to arrive no later than the time and date specified in section 8 of the SF1449:

Dept. of Veteran's Affairs  
 Attn: Larry A Buell, CPPO – Contract Specialist  
 Network Contracting Office (NCO) 15  
 3450 S 4th St Trafficway  
 Leavenworth KS 66048

- (b) Optional submission procedure. Instead of providing a hard copy proposal package the Offeror, at their option, may submit the quotation via secure electronic format to arrive no later than the time and date specified in section 8 of the SF1449, to:

Larry A Buell, CPPO – Contract Specialist  
[larry.buell@va.gov](mailto:larry.buell@va.gov)

The email must have the solicitation number identified in the subject line. Files must be readable using Microsoft Office 2007, Word, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line the parts being provided, e.g., VA255-17-Q-0403/ABC Company/1 of 4. Note: Zip files are not acceptable. It is incumbent upon the offeror to ensure that their offer was received by the due date and time when submitting electronically.

(c) NO FACISIMILE SUBMISSIONS WILL BE ACCEPTED.

(d) It is requested that the following documents be provided with the offeror's quotation response:

- (1) Offer Form (Standard Form 1449). Fill in blocks 12, 17a, 30b and 30c, sign Block 30a
- (2) Section B.1. Contract Administration Data. Fill in subsections (a)(1) and (j) (1), (2), (3) and (4).
- (3) Also provide acknowledgement of all solicitation amendments in the blocks provided at the end of the section.
- (4) Representations and Certifications. If you do NOT have a current Representations and Certifications on-line at SAM.gov a completed copy of FAR 52.212-3 (Offeror Representations and Certifications – Commercial Items (JAN 2017), found in Section E.12 of the solicitation, must be returned with your quotation.

(e) Information to be provided with the offeror's quotation response:

- (1) Service Disabled Veteran Owned Small Business (SDVOSB) requirements.
  - (i) At the time of submission of the response the offeror must be SDVOSB eligible per VAAR 819.703 - Eligibility, including certification in the Vetbiz.gov VIP database. Offers that do not conform to all requirements of VAAR 819-703 will not be considered for award.
  - (ii) Please explain your conformance with the requirements for ownership (51%) and performance (50%) required by VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009) (copy of clause provided in Section C of this solicitation).
- (2) Subcontracting.
  - (i) Subcontracting of services shall not be authorized for the performance of courier services without prior approval of the VA. Any subcontractor proposed must meet the same specifications, terms and conditions as the prime contractor. Please identify in your quotation any subcontractor that will be used and what percent of the contract they will perform. If they are proposed to be a similarly situated entity, and are to count toward your 50% performance, please provide their DUNS number so that their SDVOSB certification can be verified in the VIP database at vetbiz.gov.
  - (ii) In accordance with 13 CFR 125.6 (e)(3), work performed by an independent contractor shall be considered a subcontract, and may count toward meeting the applicable limitation on subcontracting where the independent contractor qualifies as a similarly situated entity. Identify in your quotation any independent contractors that will be used

and what percent of the contract they will perform. If they are proposed to be a similarly situated entity, and are to count toward your 50% performance, please provide their DUNS number so that their SDVOSB certification can be verified in the VIP database at [vetbiz.gov](http://vetbiz.gov).

(3) Price/Cost.

- (i) Please complete and return solicitation Section B.3. (Price Schedule). Complete each Contract Line Item Number (CLIN) for the Base Contract Period and for each of the four (4) Option Years. It is MANDATORY that unit prices for each CLIN for each year of the contract be provided. Any unit price spreadsheet cell with an entry of \$0.00 will mean that item is being offered free or at no charge. Attach a copy of the completed section to your response.
- (ii) As part of price analysis, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the offeror's final option year price to the offeror's total price. Offerors shall not submit a price for the potential six-month extension of services period. The Government may choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the last contract exercised price.

(4) Technical Excellence. The response provided will primarily determine the qualifications and capability of the offeror to furnish the services called for in the solicitation. It should be specific and detailed. The information should be concise and provide sufficient information to demonstrate the offeror's capacity to satisfactorily perform the tasks outlined. Please address each area in the sequence listed below and clearly identify which element is being addressed. As a minimum, the following areas of particular interest should be addressed in the response:

- (i) Experience: Please provide information regarding previous courier experience. Information should include the number and types of courier routes maintained as well as specific information on the type and size of facilities and the services provided. Information provided should demonstrate experience with the services required in the SOW.
- (ii) Technical Capabilities: Please describe your equipment, facilities and personnel capabilities for assuring consistent courier services. Specifically, please address how you will meet the requirements contained in solicitation section B.3. - Statement of Work (SOW), subsection (b) SERVICES TO BE PROVIDED. Furnish the location(s) and telephone number(s) of the offeror's establishment(s) where calls will be received and couriers will be available for dispatch. Describe how the offeror can be contacted twenty-four (24) hour per day.
- (iii) Personnel Qualifications: Please provide information on the qualifications of contractor's personnel that will be providing all phases of the work required in the SOW.
  - (A) Describe personnel's experience in transportation of clinical laboratory samples, pharmacy items and consumables/ supplies used in the operation of an outpatient clinic.

(B) Document personnel's training in appropriate safety and packaging procedures of clinical specimens.

(iv) Contract Back-up plan. Please provide information on the plan for continuation of services should one or more of the regularly scheduled staff who has received security clearance is unable to perform duties.

(v) Contract startup plan. Please provide a timetable starting from award of contract to being fully operational and ready for service delivery. Identify any issues requiring VA participation. Please note that it may take three (3) to four (4) weeks to receive a PIV Card after submission of fingerprint documents.

(5) Past Performance.

(i) Please provide a list of no more than three (3) of the most relevant contracts performed for Federal agencies and commercial customers for furnishing services like those specified in this RFQ within the last 3 years. Please provide the following information for each contract:

(A) Company name/Point of Contact with Phone Number.

(B) Service provided.

(C) Contracting Agency/Customer.

(D) Contract Dollar Value.

(E) Period of Performance.

(ii) In the rating of past performance, the VA may utilize information obtained from the government's Past Performance Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), and any other sources deemed appropriate. Offerors are reminded that while the VA may elect to consider data obtained from other sources, the burden of providing past performance information rests with the offerors.

(f). TECHNICAL QUESTIONS: Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. Questions must be submitted no later than ten (10) days prior to the solicitation closing date. Questions must be sent via e-mail to [larry.buell@va.gov](mailto:larry.buell@va.gov). Subject shall be identified as Sol. VA255-17-Q-0403 clarifications. Verbal questions will not be addressed. All responses to questions, which may affect offers, will be incorporated as an addenda to the solicitation.

(End of Special Instructions)

## **E.1 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> FAR

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

(End of Provision)

## **E.2 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of Provision)

## **E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

#### **E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:  
Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
3450 S 4th Street Trafficway  
Leavenworth KS 66048

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
3450 S 4th Street Trafficway  
Leavenworth KS 66048

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

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

## **E.8 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)

(End of Addendum to 52.212-1)

## **E.9 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

Technical Excellence  
Past Performance  
Price

Technical and past performance, when combined, are is slightly less important than price.

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

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

(End of Provision)

## **E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (APR 2016)**

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed 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.

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

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

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. 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)

(End of Section E)

(End of Solicitation)