

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 534-17-4-4045-0058		PAGE 1	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA247-17-R-1047	
						6. SOLICITATION ISSUE DATE 09-01-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NOCHELLE ELLIOTT				b. TELEPHONE NO. (No Collect Calls) 843-789-6379	
						8. OFFER DUE DATE/LOCAL TIME 09-18-2017 14:00	
9. ISSUED BY Department of Veterans Affairs Ralph H. Johnson VA Medical Center 109 Bee Street Charleston SC 29403-5799				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) Y SIZE STANDARD: 1500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Department of Veterans Affairs Ralph H. Johnson VA Medical Center 109 Bee Street Charleston SC 29403-5799			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:	
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Courier Services performed IAW the Performance Work Statement for the Ralph H. Johnson VA Medical Center and all out-lying buildings and Community-Based Outpatient Clinics (CBOCs). Base Year: Award for 12 Months Option Year 1: 12 Months Option Year 2: 12 Months Option Year 3: 12 Months Option Year 4: 12 Months All Questions/RFIs are due NLT 2:00pm EST on Sept. 11, 2017, and shall be emailed to nochelle.elliott@va.gov THIS RFQ IS 100% SET-ASIDE FOR SDVOSB. Vendors must be registered in SAM and CVE certified as a SDVOSB in vetbiz at the time of offer submission. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 534-3670152-4045-844100-2580-0100C0000						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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
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) Nochelle Elliott NCO716L2-69375		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C247 Nochelle Elliott

Department of Veterans Affairs

Ralph H. Johnson VA Medical Center

109 Bee Street

Charleston SC 29403-5799

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

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

Department of Veterans Affairs

FMS-VA-2(101)

Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE
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PERFORMANCE WORK STATEMENT

MEDICAL COURIER SERVICES

NAICS 492110

1.0 Introduction

The contract will be a Firm-Fixed-Price contract and reimbursement will be on a cost-per-delivery run basis. This requirement is being requested for one (1) base year with the possibility of four (4) one year option periods.

Base Year: Award + 12 Months

Option Year 1: 12 Months

Option Year 2: 12 Months

Option Year 3: 12 Months

Option Year 4: 12 Months

1.1 Place of Performance (Facility Locations)

Main Facility – 109 Bee Street Charleston, SC 29401

Hinesville CBOC – 740 East General Stewart Way, Suite 103, Hinesville, GA 31313 – **138 Miles 2.21 hrs**

Savannah CBOC – 1170 Shawnee Street, Savannah, GA 31419 – **120 Miles 2.06 hrs**

Myrtle Beach CBOC – 3381 Phillis Boulevard, Myrtle Beach, SC 29577 – **93.2 Miles 1.59 hrs**

Myrtle Beach Annex—1101 Johnson Ave R-2A, Myrtle Beach, SC 29577 – **93.3 Miles 2.00 hrs**

Trident CBOC—9237 University Blvd, North Charleston, SC 29406 – **17.1 Miles 0.19 hrs**

Beaufort Primary Care Clinic (BPCC) – 1 Pinckney Road, Beaufort SC, 29902 – **70.9 Miles 1.29 hrs**

James Island Annex– 325 Folly Road, James Island SC -- **2.5 Miles .07 hrs**

Montague Avenue Bldg., – 3355 W. Montague Avenue, North Charleston, SC – **9.4 Miles 0.14 hrs**

C&P Buildings in Goose Creek– 754 Pulaski Street, Goose Creek, SC 29418 – **18.7 Miles 0.27 hrs**

Optometry Clinic in Goose Creek – 746 Pulaski Street, Goose Creek, SC 29418 – **18.7 Miles 0.27 hrs**

Naval Weapons Station (Goose Creek CBOC) – NNPTC Circle, Goose Creek, SC 29418 – **19.5 Miles**
0.28 hrs

Trident Mental Health Clinic – 9229 University Blvd, Bldg. F, Suite 2A, N. Charleston, SC 29406 –
17.1 Miles 0.19 hrs

STAT courier services to any required business for a 25-mile radius (VA owned or other) for a maximum of 25 trips per year. Emergency calls may be made at any time, day or night.

2.0 Days and Hours of Operation

Services are to be performed during normal business hours Monday--Friday, 8:00 a.m. – 6:30 p.m.

Excluding weekends and Federal holidays observed by the Federal Government; New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas.

2.1 Transport Items Examples

The Contractor is expected to pick up and deliver items such as blood and blood components, laboratory specimens, laboratory transport containers, patient records, medical supplies, pharmaceuticals (including controlled substances), mail, small packages/bins, and other related items as requested. Packages/bins NOT to exceed 50 pounds individually

This request will be for transporting of said materials between the Ralph H. Johnson VA Medical Center, Charleston, SC and the areas listed above in the "Place of Performance" section.

3.0 Performance Requirements

3.1 Pharmacy Requirements

- The contractor will be required to sign for all packages of medication being transported.
- The daily deliveries may include controlled substance medications which will be stored in a locked box, with a numbered lock, provided by the VA.
- It is expected that the contractor will go directly to the delivery location when leaving the VA with the medications.
- The driver will be expected to comply with paperwork requirements developed by the VAMC to support documentation of the chain of custody for medications.
- The driver will be expected to deliver all pharmaceuticals including controlled substances to a Pharmacist, Pharmacy Technician, or Registered Nurse (RN). Pharmaceuticals can never be left unattended/unsecured.

3.2 Lab Requirements

- All Laboratory specimens shall be properly packaged and labeled to indicate the general nature of the material being transported. They shall be packaged in a container secured in

the vehicle body to prevent movement. Laboratory specimens are to be transported in accordance with specified temperature requirements. Room temperature specimens will be transported inside a cooler. Refrigerated specimens must be transported in a cooler with regular ice or cold packs. Frozen specimens will be transported in a cooler packed with dry ice.

- All lab specimens will be packaged and ready to be picked up at the agreed upon time.
- The VAMC will provide OSHA approved cooler and refrigerant packs to keep specimens refrigerated during transport.
- Specimens that require room temperature transport will only need to be protected from the heat. Room Temperature specimens will be transported inside a cooler.
- At the Vendor's expense, all drivers/couriers must be trained on Universal Precautions for the handling of biohazard materials and include use of infectious disease specimen handling procedures in case of spills or accidents. This training shall also include mandatory Hazardous Materials training, temperature control, and record keeping.
- Accidental/emergency Spill Kits must be provided by the vendor and carried in the vehicle at all times.
- Unscheduled spot checks by appropriate/designated VAMC staff may occur during the term of the purchase order.
- A list of names to include COR will be provided upon award.
- Written Statements and/or Certificates of completion must be provided to the COR annually for each driver/courier used in the performance of the duties listed within this document.
- The COR will verify training prior to the start of initial services.
- All Laboratory specimens shall be properly packaged and labeled to indicate the general nature of the material being transported. They shall be packaged in a container secured in the vehicle body to prevent movement. Laboratory specimens are to be transported in accordance with specified temperature requirements. Room temperature specimens will be transported inside a cooler. Refrigerated specimens must be transported in a cooler with regular ice or cold packs. Frozen specimens will be transported in a cooler packed with dry ice.

3.3 Facility Specific Requirements

Vendor will be expected to start their day at the Main Facility (109 Bee Street) and end their day at the Main Facility. It is up to the vendor to determine the best routes and times for pick-up and delivery as long as they are within the times listed next to each location below. Locations that have Lab Specimens cannot be picked up before 2:30 p.m. Consolidation of pickups/deliveries is allowed and encouraged if they can be done within the times listed below.

Main Facility – 109 Bee Street Charleston, SC 29401

Pick up any time after 8:00 am

- Pickup mail, documents and/or small packages from Mail Room, D112 at the Ralph H. Johnson VA Medical Center

- Pick up bins containing C&P records from Room, A153 at the Ralph H. Johnson VA Medical Center.
- Pickup prescriptions from the Pharmacy located in the Lobby area, Room AA101A
- Pickup interoffice mail, documents and/or small packages/bins located in the Primary Care Office, Room E223 on the 2nd floor

**Hinesville CBOC – 740 East General Stewart Way, Suite 103, Hinesville, GA 31313 –138 Miles
2.21 hrs**

Deliver to/Pick up from this facility any time AFTER 2:30pm

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Savannah CBOC – 1170 Shawnee Street, Savannah, GA 31419 –120 Miles 2.06 hrs

Deliver to/Pick up from this facility any time AFTER 2:30pm

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility

- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Myrtle Beach CBOC – 3381 Phillis Boulevard, Myrtle Beach, SC 29577 – **93.2 Miles 1.59 hrs**

Deliver to/Pick up from this facility any time AFTER 2:30pm

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Myrtle Beach Annex—1101 Johnson Ave R-2A, Myrtle Beach, SC 29577 – **93.3 Miles 2.00 hrs**

Deliver to/Pick up from this facility any time AFTER 2:30pm

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Trident CBOC—9237 University Blvd, North Charleston, SC 29406 – 17.1 Miles 0.19 hrs

This location requires two round trips daily!

Deliver to/Pick up from this facility any time AFTER 9:30am

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 12:00 pm (for first trip) and 6:30pm (for the 2nd trip)

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Beaufort Primary Care Clinic (BPCC) – 1 Pinckney Road, Beaufort SC, 29902 – 70.9 Miles 1.29 hrs

- **Deliver to/Pick up from this facility any time AFTER 2:30pm**
- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility

- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

James Island Annex– 325 Folly Road, James Island SC -- **2.5 Miles .07 hrs**

Deliver to/Pick up from this facility any time

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor

Montague Avenue Bldg, – 3355 W. Montague Avenue, North Charleston, SC – **9.4 Miles 0.14 hrs**

Deliver to/Pick up from this facility any time

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility

C&P Building in Goose Creek– 754 Pulaski Street, Goose Creek, SC 29418 – **18.7 Miles 0.27 hrs**

This location requires two round trips daily!

Deliver to/Pick up from this facility any time AFTER 9:30am

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

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- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Optometry Clinic in Goose Creek – 746 Pulaski Street, Goose Creek, SC 29418 – **18.7 Miles 0.27 hrs**

Deliver to/Pick up from this facility any time

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility

- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
- Deliver any bins containing records picked up from this facility to Room A153 at the Main Facility
- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Naval Weapons Station (Goose Creek CBOC) – NNPTC Circle, Goose Creek, SC 29418 – **19.5 Miles 0.28 hrs**

This location requires two round trips daily!

Deliver to/Pick up from this facility any time AFTER 9:30am

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
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- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

Trident Mental Health Clinic – 9229 University Blvd, Bldg F, Suite 2A, North Charleston, SC 29406 – 17.1 Miles 0.19 hrs

Deliver to/Pick up from this facility any time after 9:30am

- All items picked up from the Main Facility should be delivered to this facility
- Pickup mail, documents and/or small packages from this facility
- Pickup bins containing C&P records from this facility
- Pickup Lab specimens from this facility
- Pickup any pharmaceuticals from this facility

Deliver to the Main Facility prior to 6:30pm

- Deliver mail, documents and/or small packages picked up from this facility to the mailroom, room D112 at the main facility
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- Deliver Lab Specimens picked up from this facility to room BB211 at the Main Facility
- Deliver interoffice mail, documents and/or small packages/bins picked up from this facility to the Primary Care Office, Room E223 on the 2nd floor
- Deliver any pharmaceuticals picked up from this facility to the Pharmacy in the Lobby area, Room AA101A, of the Main Facility at 109 Bee Street

3.4 Pick Up and Delivery Requirements

VA requests identified as emergent, urgent, immediate, or STAT from 8:00am – 4:00pm, Monday through Friday shall be picked up by the Contractor within 30 minutes of receipt of the VA telephone request unless the distances involved make it a physical impossibility to do so, in which case VA and Contractor shall agree upon mutually acceptable pick-up/delivery times at the time of the request. VA and/or the sending/receiving facility may request driver signatures as written documentation of pick-up and delivery by use of specimen/package track logs or other similar mechanism.

The Contractor shall be required to maintain a daily record/log of courier pickups and deliveries, indicating time and date of pickups, number of shipping containers or packages from each location, along with signatures from the sending and receiving location personnel. Time/date, number of containers, and signature information will be duplicated on the Contractor's invoice. If the Contractor's proposal includes an electronic/facsimile/automated system of courier tracking, it must also demonstrate how the record log can be accessed when needed.

Each facility for pick-up will provide the courier service a contact person to sign and date their record log. Out-going mail, miscellaneous documents and/or small packages will be ready for pick-up and delivery as needed when the courier arrives at the times specified below.

There may be an occasion where the exact time of delivery and name of the person receiving the item is imperative for an investigation into patient services. The Contractor shall provide any such information upon request by the Contracting Officer and/or the Contracting Officer Representative. Documents shall be available for a period of one year from the date the courier service was provided.

4.0 Specifications

4.1 Vehicles

The vehicles used in the performance of this contract must be registered, licensed and meet the minimum requirements as mandated by the State of Vehicle Registration and the Department of Transportation. Vehicles must provide protection for the items being transported to prevent exposure to weather (direct sunlight, heat, rain, snow, water, etc.) and insure items are secured to prevent theft or loss.

- The Government reserves the right to inspect the vehicles and investigate the responsibility of bidder to perform the work outlined in this contract and reject any offer should contractor be lacking.
- Courier may park free in designated parking spaces for visitors at the VAMC Charleston and enter through the Visitor's entrance. Free parking will also be available for the courier at the loading docks at each pick-up and delivery facility. Courier may not park in parking spaces reserved for government vehicles or in parking spaces pre-designated for others.
- Contractor shall contact the Contracting Officer Representative should weather conditions delay or cause cancellation of services. Due to the nature of this business it is necessary for the Contractor to furnish vehicles that operate safely in difficult weather conditions. Cancellation should only occur as a last resort or due to acts of God.

4.2 Contractor's Duties and Responsibilities

Contractor must be a courier company with a state license and carry a minimum of \$500,000.00 liability insurance. All couriers transporting specimens under this contract must be bonded and have operational two-way radios, cellular phones, or pagers for communication purposes. Any delays in deliveries are to be reported to the Contracting Officer Representative (COR) phone number: 843-789-7208. If the COR cannot be reached, call the Administrative Officer of the Day for assistance and notification of transport delay.

The Contractor shall ensure the confidentiality of all patient information and records being transported and will be held liable in the event of a breach of confidentiality. The Contractor shall comply with the provisions of the Federal Privacy Act of 1974 (Public Law 93-579).

Drivers: All drivers must be of legal age and maintain a valid driver's license for the type of vehicle operated. A record of each driver as to character and physical capabilities of performing the duties as a courier must be maintained and made available to the Contracting Officer for inspection upon request.

The contractor manager, drivers and alternates, must be able to read, write, speak and understand English. The name of the contractor manager, driver, and alternate, who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer and/or the Contracting Officer Representative. An updated listing will be provided as changes in personnel occur.

The vendor is responsible for the actions and conduct of its employees and will assure they are compliant with all VA building and parking regulations, policies and guidelines while conducting business on Government property and for the VA.

Drivers shall not make any personal stops in performance of duties under this contract nor shall any unauthorized passenger accompany the driver during contract work.

The CONTRACTING OFFICER SHALL BE NOTIFIED at the earliest time available, but no later than the next business day, via direct communication of Contractor's knowledge of any conditions which may adversely affect the Contractor's ability to perform under the terms and conditions as stated in the specifications of this requirement. For example, union strikes, vehicle problems, licenses, or anything that might jeopardize the terms and conditions of this contract should be reported to the Contracting Officer and/or the Contracting Officer Representative.

Should packages be lost or broken, the contractor shall be required to submit a written report to the Contracting Officer and/or the Contracting Officer Representative within twenty-four (24) hours explaining the circumstances. Failure to provide the report with the specific time frame will cause further review by the Government to determine if the infraction warrants suspension/termination of the contract.

5.0 Special Work Requirements

Contractor shall develop and maintain a quality control program to assure the above qualifications are consistently met. Contractor must demonstrate ability to immediately remedy any violations of the above requirements. VA reserves the right to perform periodic inspections to ensure compliance.

5.1 Services

The services specified in the Sections entitled Schedule of Supplies/Services and Special Contract Requirements may be changed by written modification to this contract. The modification will be prepared by the VA Contracting Officer.

5.2 Qualifications

Personnel assigned by the Contractor to perform the services covered by this contract shall be

licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. Qualified personnel must be American citizens (or offer evidence of a green card) and be proficient in the English language.

Each driver is required to complete a background investigation to attain entry qualification to some of our locations. The contractor will be expected to work with the COR after the Award date to complete the necessary paperwork and appropriate actions.

5.3 Evidence of Responsibility

To determine responsibility, an offeror must possess a minimum of three years' experience, along with all necessary equipment and personnel and can demonstrate financial responsibility to perform courier service as required under this contract. Offerors must submit with their quote the following:

- a. Proof of Liability and Workman's Compensation Insurance
- b. Motor Carrier Permit
- c. HNC/Mat Training of drivers
- d. DOT shipping and transporting bio-hazardous materials training certificates

The references may be contacted to verify your past performance. Please verify the accuracy of their addresses, phone numbers, and contact points. If no response is received from your references, your past performance will be more difficult to determine.

The Government reserves the right to thoroughly inspect and investigate the establishment's vehicles, facilities, business reputation and other qualifications of any offeror and to reject any offer irrespective of price if it shall be administratively determined lacking in any of the essentials necessary to assure acceptable standard of performance.

5.4 Evidence of Insurance Coverage

The Contractor shall furnish to the Contracting Officer with their proposal a Certificate of Insurance which shall contain an endorsement to the effect that cancellation of, or any material change in the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a 30-day written notice of cancellation or change is furnished to the Contracting Officer.

5.5 Supplemental Insurance Requirements

In accordance with FAR 28.307-2 and the previous clause, the following minimum coverage shall apply to this contract.

- a. Workers' compensation and employer's 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 shall be 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 occurrence

c. Automobile Liability: \$250,000.00 per person

\$500,000.00 per occurrence

\$100,000.00 per property damage

5.6 Personnel Policy

The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

a. Workers compensation

b. Professional liability insurance

c. Health examinations

d. Income tax withholding, and

e. Social security payments.

The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

5.7 Responsibility of Loss, Personal Injury of Contractor Personnel

The Government will not be responsible or held liable for any loss, damage, personal injury or loss of life of Contractor personnel, not caused by the fault, negligence, wrongful omission of the Government, its agents or its employees, occurring at any time such personnel are entering, exiting, using, or occupying Government property or facilities in performance of this contract.

The Contractor shall be liable and will indemnify and hold harmless the Government, its agents

and employees, against all actions or claims for damages to persons or property, including death not caused by the fault, negligence, wrongful act, or wrongful omission of the Government, its agents, or employees. The Contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against all action or claims for all damages to persons or property, including death arising or resulting from the fault, negligence, wrongful act, or wrongful omission of the Contractor personnel in accordance with the Federal Tort Claim Act (28 U.S.C. 2671-2680)

5.8 Smoking Policy

Drivers shall observe the smoking policy of the VA and only smoke in designated areas.

5.9 Badges

Contractor is required to wear I.D. badge during the entire time he/she is on VAMC grounds. I.D. badges MUST have an identification picture. The contractors' employee shall wear an identification tag that includes the company's name/logo and employee name, job title and photograph. The contractor's personnel shall also present a neat appearance and be easily recognized as a contract employee. Contractor's vehicle shall have the company name/logo prominently displayed.

5.10 Contingency Plan

The Contractor shall have in place and maintain a valid contingency plan to meet the requirements of the contract. The Contractor shall incur all costs associated with fulfilling this contingency plan as well as alternate contingency plans at no additional expense to the Government. Written documentation shall be made available to the Government. Additionally, the Contractor shall be liable for all expenses incurred by the Government due to Contractor inability to perform all terms of the contract.

5.11 Health Insurance Portability and Accountability Act of 1996 (HIPAA):

Contractors and any subcontractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPPA) of 1996. This includes both the Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPPA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity component of the Department of Veterans Affairs is the Veterans Health Administration Business Associate Agreement (BAA) with the VHA.

Business associates must follow VHA privacy policies and practices. All contractor and business associates must receive privacy training annually. For contractors and business associates who do not have access to VHA computer systems, this requirement is met by

completing VHA National Privacy Policy training, other VHA approved privacy training or contractor furnished training that meets the requirements of the HHS Standards for Privacy of Individually Identifiable Health Information as determined by VHA. For contractors and business associates who are granted access to the VHA computer systems, this requirement is met by completing VHA National Privacy Policy training or other VHA approved privacy training. **Contractor will be expected to work with the COR after the award date to complete this necessary training.**

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVIC ES	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR: Courier Services performed IAW the Performance Work Statement for the Ralph H. Johnson VA Medical Center, and all out-lying buildings and Community Based Outpatient Clinics.</p> <p>Contract Period: Base POP Begin: POP End:</p>	12.00	MO	_____	_____
1001	<p>OPTION PERIOD ONE: Courier Services performed IAW the Performance Work Statement for the Ralph H. Johnson VA Medical Center, and all out-lying buildings and Community Based Outpatient Clinics.</p> <p>Contract Period:</p>	12.00	MO	_____	_____

Contract Period:
Option 4
POP Begin:
POP End:

GRAND TOTAL _____

SECTION C - CONTRACT CLAUSES

C.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

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

(End of Provision)

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

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

TECHNICAL

PAST PERFORMANCE

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)

C.3 INSTRUCTION TO OFFEROR

All proposals shall be submitted in electronic format to nochelle.elliott@va.gov as follows:

Section 1 - Offer Form (Standard Form 1449) –

Block 17a: Offeror Address and DUNS Number.

Block 30 a/b/c: Signature of offeror (original signature and date)

Contract Administration Data: Acknowledgement of Solicitation Amendments

Section 2 - Pricing shall be submitted as requested in the Schedule of Supplies/Services comprised within the solicitation document. No price/cost information should be included in the technical proposal document. Offerors are not required to submit detailed cost and pricing information with their initial offer beyond the overall price.

Section 3 - The offeror must submit a completed copy of the provision at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items. An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <https://www.sam.gov/portal/public/SAM/>.

Section 4 - Technical Proposal: Submit technical proposal in a format which clearly addresses the evaluation factors. Each response shall address each factor/sub factor in the sequence listed below and clearly identify which factor is being addressed. The offeror must identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical proposal and detail provided.

The Technical Volume shall not exceed twenty-five (25) pages in length (minimum 12-point font). Page limitation includes any drawings, charts, etc., and excludes section dividers, table of contents, list of figures/tables, glossary of terms and cross-referencing indices and resumes (all of which are not considered content pages).

Section 5 – Past Performance: Identify all federal, state, and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or have been completed within the last three (3) years. List the following information for each contract:

- Company Name and Address
- Description of Services Performed
- Name, telephone number and e-mail address of responsible individuals who have first-hand knowledge of performance relative to the same type of services
- Dates of Contract Performance
- Contract Type (e.g. fixed-price, cost reimbursable) and total contract value

Failure to submit a complete proposal may result in the proposal being deemed technically unacceptable.

AWARD BASIS

The Government will award a firm fixed priced contract on the basis of the lowest evaluated price of the proposals meeting or exceeding the acceptability standards for nonprice factors.

Nonprice factors will be rated on an “Acceptable/Unacceptable” basis. Failure to meet any of the requirements will result in a “Unacceptable” rating and eliminate the offeror from further consideration for contract award.

The following factors shall be used to evaluate offers:

Factor I – Technical

A. Offeror shall submit company’s approach/methodology for completing all requirements of the Performance Work Statement (PWS). The submission shall include but not limited to:

B. Contractor Personnel

- (1) Provide documentation of education, training, experience, licensure and certification required to perform the duties herein in accordance with Federal and/or State of South Carolina regulations.
- (2) Training should include all requirements within the PWS. Training should be defined and consistent. Proof of a continuing education “refresher” program as required by the local or state government entity not less than every two years.

C. Vehicles

- (1) Offerors shall identify all vehicles to be used under this contract. Vehicle Descriptions shall include, make, model, maintenance/insurance records, and accident history at a minimum.
- (2) Provide proof of the current state inspection certificate for any vehicle to be used to provide services under this contract. Evaluation may involve a site visit to inspect vehicles prior to award.

D. Experience

- (1) Describe number of years/experience in providing the required services. (3 years minimum)

Factor II – Past Performance

Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality services. Emphasis will be on recent, relevant past performance in the previous (3) years. Recent is defined as work performed within the last three years. Relevant is defined as work similar in size and scope of the work described in the Performance Work Statement (PWS).

Past performance information is one indicator of an offeror's ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor's performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror's past performance.

Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that the Government may elect to consider data obtained from other sources.

Factor III – Price

Total price will be evaluated by the Government. In evaluating the offeror's proposed price for this project, the government concern includes determining whether:

- a. Proposed price reflects a clear understanding of the requirements, and is consistent with the various elements of the offeror's proposal.
- b. Proposed price is reasonable in comparison with proposed prices received in response to the solicitation.

- c. Proposed price is reasonable in comparison with prices with the independent Government cost estimate.

Unrealistically low or high proposed prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has provided an unrealistic proposal.

TECHNICAL QUESTIONS

Offerors should submit all technical questions regarding this solicitation to the Contracting officer in writing on or before **September 11, 2017 by 2:00pm EST**. Questions may be sent via-email to nochelle.elliott@va.gov. Please address your subject line as follows: **RHJVAMC Courier Services**. All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Proposal.

DUE DATES

All proposals shall be submitted by **September 18, 2017 by 2:00pm EST** to the following: Department of Veterans Affairs Attn: Nochelle Elliott. nochelle.elliott@va.gov.

Facsimile and electronic (Email) submission is not authorized under this announcement.

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

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

(End of Provision)

C.5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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, may be issued from the date of contract award through the final date of the last exercised option or contract extension, should there be an exercised option or contract extension.

(End of Clause)

C.8 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

C.9 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.10 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, 2018. 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, 2018, 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.11 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

(End of Clause)

C.12 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of Clause)

C.13 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

"Descriptions for the occupations for this requirement and determination of the appropriate wage determinations are the responsibility of the contractor, and offerors are encouraged to coordinate with Department of Labor in order to determine the appropriate job classifications for this requirement. The Agency assumes no responsibility or liability for a contractor's determination of the appropriate classification."

WD 15-4427 (Rev.-4) was first posted on www.wdol.gov on 08/01/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-4427
Daniel W. Simms	Division of	Revision No.: 4
Director	Wage Determinations	Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: South Carolina

Area: South Carolina Counties of Berkeley, Charleston, Dorchester

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.40
01012 - Accounting Clerk II		15.05
01013 - Accounting Clerk III		16.83
01020 - Administrative Assistant		24.40
01035 - Court Reporter		19.61
01041 - Customer Service Representative I		11.84
01042 - Customer Service Representative II		13.31
01043 - Customer Service Representative III		14.52
01051 - Data Entry Operator I		13.37
01052 - Data Entry Operator II		14.59
01060 - Dispatcher, Motor Vehicle		17.93
01070 - Document Preparation Clerk		13.56
01090 - Duplicating Machine Operator		13.56
01111 - General Clerk I		11.74
01112 - General Clerk II		12.81
01113 - General Clerk III		14.38
01120 - Housing Referral Assistant		19.89
01141 - Messenger Courier		12.15
01191 - Order Clerk I		13.56
01192 - Order Clerk II		15.81
01261 - Personnel Assistant (Employment) I		15.87
01262 - Personnel Assistant (Employment) II		17.75
01263 - Personnel Assistant (Employment) III		19.80
01270 - Production Control Clerk		21.84
01290 - Rental Clerk		14.69
01300 - Scheduler, Maintenance		15.94
01311 - Secretary I		15.94
01312 - Secretary II		17.83
01313 - Secretary III		19.89

01320 - Service Order Dispatcher	15.37
01410 - Supply Technician	24.40
01420 - Survey Worker	15.19
01460 - Switchboard Operator/Receptionist	13.67
01531 - Travel Clerk I	12.41
01532 - Travel Clerk II	12.67
01533 - Travel Clerk III	13.55
01611 - Word Processor I	15.51
01612 - Word Processor II	17.40
01613 - Word Processor III	19.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.82
05010 - Automotive Electrician	18.32
05040 - Automotive Glass Installer	17.33
05070 - Automotive Worker	18.35
05110 - Mobile Equipment Servicer	15.33
05130 - Motor Equipment Metal Mechanic	20.18
05160 - Motor Equipment Metal Worker	18.35
05190 - Motor Vehicle Mechanic	20.18
05220 - Motor Vehicle Mechanic Helper	14.46
05250 - Motor Vehicle Upholstery Worker	17.46
05280 - Motor Vehicle Wrecker	18.35
05310 - Painter, Automotive	18.32
05340 - Radiator Repair Specialist	18.35
05370 - Tire Repairer	11.58
05400 - Transmission Repair Specialist	20.18
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.95
07041 - Cook I	9.67
07042 - Cook II	10.92
07070 - Dishwasher	9.20
07130 - Food Service Worker	9.85
07210 - Meat Cutter	14.42
07260 - Waiter/Waitress	9.08

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	15.78
09040 - Furniture Handler	12.21
09080 - Furniture Refinisher	16.91
09090 - Furniture Refinisher Helper	12.92
09110 - Furniture Repairer, Minor	14.43
09130 - Upholsterer	16.91

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	10.40
11060 - Elevator Operator	10.19
11090 - Gardener	14.40
11122 - Housekeeping Aide	10.19
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	11.68
11240 - Maid or Houseman	9.22
11260 - Pruner	10.74
11270 - Tractor Operator	13.52
11330 - Trail Maintenance Worker	11.68
11360 - Window Cleaner	11.09

12000 - Health Occupations

12010 - Ambulance Driver	16.80
12011 - Breath Alcohol Technician	18.26
12012 - Certified Occupational Therapist Assistant	25.96
12015 - Certified Physical Therapist Assistant	25.78
12020 - Dental Assistant	18.26
12025 - Dental Hygienist	28.69
12030 - EKG Technician	28.40
12035 - Electroneurodiagnostic Technologist	28.40
12040 - Emergency Medical Technician	16.80
12071 - Licensed Practical Nurse I	16.32
12072 - Licensed Practical Nurse II	18.26
12073 - Licensed Practical Nurse III	20.35
12100 - Medical Assistant	15.08
12130 - Medical Laboratory Technician	19.73

12160 - Medical Record Clerk	15.95
12190 - Medical Record Technician	16.92
12195 - Medical Transcriptionist	17.72
12210 - Nuclear Medicine Technologist	35.19
12221 - Nursing Assistant I	10.50
12222 - Nursing Assistant II	11.81
12223 - Nursing Assistant III	12.89
12224 - Nursing Assistant IV	14.48
12235 - Optical Dispenser	15.64
12236 - Optical Technician	16.41
12250 - Pharmacy Technician	14.43
12280 - Phlebotomist	14.24
12305 - Radiologic Technologist	27.85
12311 - Registered Nurse I	25.36
12312 - Registered Nurse II	31.01
12313 - Registered Nurse II, Specialist	31.01
12314 - Registered Nurse III	37.52
12315 - Registered Nurse III, Anesthetist	37.52
12316 - Registered Nurse IV	44.98
12317 - Scheduler (Drug and Alcohol Testing)	22.45
12320 - Substance Abuse Treatment Counselor	17.76
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.17
13012 - Exhibits Specialist II	22.50
13013 - Exhibits Specialist III	27.53
13041 - Illustrator I	18.17
13042 - Illustrator II	22.50
13043 - Illustrator III	27.53
13047 - Librarian	24.92
13050 - Library Aide/Clerk	10.89
13054 - Library Information Technology Systems Administrator	22.50
13058 - Library Technician	13.84
13061 - Media Specialist I	16.24

13062 - Media Specialist II	18.17
13063 - Media Specialist III	20.25
13071 - Photographer I	14.41
13072 - Photographer II	16.12
13073 - Photographer III	19.96
13074 - Photographer IV	24.43
13075 - Photographer V	29.55
13090 - Technical Order Library Clerk	11.93
13110 - Video Teleconference Technician	14.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.95
14042 - Computer Operator II	16.72
14043 - Computer Operator III	18.45
14044 - Computer Operator IV	20.72
14045 - Computer Operator V	22.94
14071 - Computer Programmer I	25.00
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.95
14160 - Personal Computer Support Technician	22.70
14170 - System Support Specialist	27.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.60
15020 - Aircrew Training Devices Instructor (Rated)	35.81
15030 - Air Crew Training Devices Instructor (Pilot)	42.92
15050 - Computer Based Training Specialist / Instructor	29.60
15060 - Educational Technologist	28.28
15070 - Flight Instructor (Pilot)	42.92
15080 - Graphic Artist	19.13
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.38

15086 - Maintenance Test Pilot, Rotary Wing	36.38
15088 - Non-Maintenance Test/Co-Pilot	36.38
15090 - Technical Instructor	22.18
15095 - Technical Instructor/Course Developer	27.14
15110 - Test Proctor	17.91
15120 - Tutor	17.91
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.49
16030 - Counter Attendant	9.49
16040 - Dry Cleaner	11.44
16070 - Finisher, Flatwork, Machine	9.49
16090 - Presser, Hand	9.49
16110 - Presser, Machine, Drycleaning	9.49
16130 - Presser, Machine, Shirts	9.49
16160 - Presser, Machine, Wearing Apparel, Laundry	9.49
16190 - Sewing Machine Operator	12.06
16220 - Tailor	12.65
16250 - Washer, Machine	9.99
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.68
19040 - Tool And Die Maker	23.93
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.06
21030 - Material Coordinator	21.84
21040 - Material Expediter	21.84
21050 - Material Handling Laborer	12.31
21071 - Order Filler	11.12
21080 - Production Line Worker (Food Processing)	18.06
21110 - Shipping Packer	16.02
21130 - Shipping/Receiving Clerk	16.02
21140 - Store Worker I	12.33
21150 - Stock Clerk	15.87
21210 - Tools And Parts Attendant	18.06
21410 - Warehouse Specialist	18.06

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	28.41
23019 - Aircraft Logs and Records Technician	22.89
23021 - Aircraft Mechanic I	27.03
23022 - Aircraft Mechanic II	28.41
23023 - Aircraft Mechanic III	30.36
23040 - Aircraft Mechanic Helper	20.34
23050 - Aircraft, Painter	25.66
23060 - Aircraft Servicer	22.89
23070 - Aircraft Survival Flight Equipment Technician	25.66
23080 - Aircraft Worker	24.28
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.57
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.03
23110 - Appliance Mechanic	18.38
23120 - Bicycle Repairer	14.01
23125 - Cable Splicer	27.16
23130 - Carpenter, Maintenance	19.13
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	21.01
23181 - Electronics Technician Maintenance I	24.99
23182 - Electronics Technician Maintenance II	26.43
23183 - Electronics Technician Maintenance III	27.85
23260 - Fabric Worker	18.66
23290 - Fire Alarm System Mechanic	19.91
23310 - Fire Extinguisher Repairer	17.53
23311 - Fuel Distribution System Mechanic	22.69
23312 - Fuel Distribution System Operator	18.04
23370 - General Maintenance Worker	18.03
23380 - Ground Support Equipment Mechanic	27.03
23381 - Ground Support Equipment Servicer	22.89
23382 - Ground Support Equipment Worker	24.28
23391 - Gunsmith I	17.53

23392 - Gunsmith II	19.78
23393 - Gunsmith III	22.04
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.89
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.01
23430 - Heavy Equipment Mechanic	22.07
23440 - Heavy Equipment Operator	18.28
23460 - Instrument Mechanic	22.04
23465 - Laboratory/Shelter Mechanic	20.92
23470 - Laborer	12.31
23510 - Locksmith	19.55
23530 - Machinery Maintenance Mechanic	25.36
23550 - Machinist, Maintenance	20.22
23580 - Maintenance Trades Helper	13.82
23591 - Metrology Technician I	22.04
23592 - Metrology Technician II	23.17
23593 - Metrology Technician III	24.28
23640 - Millwright	26.74
23710 - Office Appliance Repairer	19.44
23760 - Painter, Maintenance	16.69
23790 - Pipefitter, Maintenance	21.24
23810 - Plumber, Maintenance	20.30
23820 - Pneudraulic Systems Mechanic	22.04
23850 - Rigger	19.82
23870 - Scale Mechanic	19.78
23890 - Sheet-Metal Worker, Maintenance	18.55
23910 - Small Engine Mechanic	14.68
23931 - Telecommunications Mechanic I	25.19
23932 - Telecommunications Mechanic II	26.48
23950 - Telephone Lineman	19.23
23960 - Welder, Combination, Maintenance	18.46
23965 - Well Driller	22.04
23970 - Woodcraft Worker	22.04

23980 - Woodworker	15.65
24000 - Personal Needs Occupations	
24550 - Case Manager	13.52
24570 - Child Care Attendant	9.03
24580 - Child Care Center Clerk	11.27
24610 - Chore Aide	10.02
24620 - Family Readiness And Support Services Coordinator	13.52
24630 - Homemaker	13.52
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.04
25040 - Sewage Plant Operator	17.56
25070 - Stationary Engineer	22.04
25190 - Ventilation Equipment Tender	16.46
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.27
27007 - Baggage Inspector	12.04
27008 - Corrections Officer	16.44
27010 - Court Security Officer	16.64
27030 - Detection Dog Handler	13.81
27040 - Detention Officer	16.44
27070 - Firefighter	16.83
27101 - Guard I	12.04
27102 - Guard II	13.81
27131 - Police Officer I	19.11
27132 - Police Officer II	21.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.54
28042 - Carnival Equipment Repairer	12.24
28043 - Carnival Worker	9.21
28210 - Gate Attendant/Gate Tender	13.85
28310 - Lifeguard	11.87
28350 - Park Attendant (Aide)	15.49

28510 - Recreation Aide/Health Facility Attendant	11.31
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.34
28690 - Swimming Pool Operator	14.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.09
29020 - Hatch Tender	26.09
29030 - Line Handler	26.09
29041 - Stevedore I	22.70
29042 - Stevedore II	27.59
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.40
30022 - Archeological Technician II	18.63
30023 - Archeological Technician III	23.07
30030 - Cartographic Technician	26.11
30040 - Civil Engineering Technician	22.15
30051 - Cryogenic Technician I	24.13
30052 - Cryogenic Technician II	25.88
30061 - Drafter/CAD Operator I	17.40
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.34
30081 - Engineering Technician I	15.90
30082 - Engineering Technician II	17.85
30083 - Engineering Technician III	19.98
30084 - Engineering Technician IV	24.74
30085 - Engineering Technician V	30.26
30086 - Engineering Technician VI	36.62
30090 - Environmental Technician	23.27
30095 - Evidence Control Specialist	21.15
30210 - Laboratory Technician	21.96

30221 - Latent Fingerprint Technician I	24.15
30222 - Latent Fingerprint Technician II	25.88
30240 - Mathematical Technician	22.69
30361 - Paralegal/Legal Assistant I	17.18
30362 - Paralegal/Legal Assistant II	20.87
30363 - Paralegal/Legal Assistant III	25.54
30364 - Paralegal/Legal Assistant IV	30.89
30375 - Petroleum Supply Specialist	25.88
30390 - Photo-Optics Technician	22.69
30395 - Radiation Control Technician	25.88
30461 - Technical Writer I	21.85
30462 - Technical Writer II	26.72
30463 - Technical Writer III	32.34
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	24.15
30502 - Weather Forecaster II	28.50
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.60
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.15
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	12.69
31030 - Bus Driver	15.71
31043 - Driver Courier	13.08
31260 - Parking and Lot Attendant	9.42
31290 - Shuttle Bus Driver	13.98
31310 - Taxi Driver	11.87
31361 - Truckdriver, Light	13.98
31362 - Truckdriver, Medium	14.75
31363 - Truckdriver, Heavy	19.49

31364 - Truckdriver, Tractor-Trailer	19.49
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.02
99050 - Desk Clerk	10.30
99095 - Embalmer	29.43
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	11.14
99252 - Laboratory Animal Caretaker II	12.14
99260 - Marketing Analyst	22.84
99310 - Mortician	29.43
99410 - Pest Controller	15.99
99510 - Photofinishing Worker	13.56
99710 - Recycling Laborer	14.28
99711 - Recycling Specialist	16.53
99730 - Refuse Collector	13.13
99810 - Sales Clerk	13.31
99820 - School Crossing Guard	11.33
99830 - Survey Party Chief	18.54
99831 - Surveying Aide	14.05
99832 - Surveying Technician	16.85
99840 - Vending Machine Attendant	12.65
99841 - Vending Machine Repairer	15.27
99842 - Vending Machine Repairer Helper	12.65

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundrying or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

See attached document: Past Performance Questionnaire.

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

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

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

In order for to provide such services, will disclose PHI to and will use or disclose PHI in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Notification shall be sent to and to the VHA Health Information Access Office, Business Associate Program Manager by email at VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or the Department of Health and Human Services directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

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

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

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

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

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

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

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

(2) The written report shall be addressed to:

and submitted by email to and to the VHA Health Information Access Office, Business Associate Program Manager at VHABAAIssues@va.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

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

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

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

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

Department of Veterans Affairs

Veterans Health Administration

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

SECTION E - SOLICITATION PROVISIONS

E.1 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (JAN 2008)

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

E.2 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

52-212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS.

(End of Provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

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

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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.

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,”

“commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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 unique entity identifier 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).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on

October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) 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.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste,

fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)