

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 91	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER <b>VA255-17-R-0753</b>	
						6. SOLICITATION ISSUE DATE 10-26-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Harrison, Roy D    roy.harrison@va.gov		b. TELEPHONE NO. (No Collect Calls) (913) 946-1961		8. OFFER DUE DATE/LOCAL TIME <b>11-26-2017</b> 4:00pm CST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Trafficway  Leavenworth KS 66048				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 621910 SIZE STANDARD: \$15 Million			
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 Statement of Work (SOW)				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Trafficway  Leavenworth KS 66048			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE 36C255	
				Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp  Austin TX PHONE: 877-353-9791    FAX: 512-460-5429			
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. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		BENEFICIARY AMBULANCE TRANSPORTATION SERVICES for the Marion IL VA Medical Center and Evansville IN VA Out Patient Clinic  1) Furnish ground transportation BLS and ALS ambulance transportation services to eligible beneficiaries of the Dept. of Veteran's Affairs per the attached Statement of Work, terms and conditions. 2) The Government anticipates awarding a single one (1) year contract with four (4) one (1) year option periods. 3) Please see section E for detailed Instructions for Proposal Submission. See section E.9 for Evaluation Process. 4) Award will be Best Value to the Government (price and non-price trade-off factors considered). 5) This solicitation is reserved for 100% Small Business Participation.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
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) ROY D HARRISON NCO1516L3-4262		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

(1). CONTRACTOR:

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DUNS:

Tax Identification Number (TIN):

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Contact person name:

Contact person email:

Contact person telephone:

Contact person fax:

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(2). CONTRACTOR DISPATCHER: Requests for services shall be made to the Contractor personnel identified below:

Contact Person:

Normal Hours Telephone No.:

After Hours Contact Person:

After Hours Telephone No.

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(3). GOVERNMENT:

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

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

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

(c). INVOICES: Invoices shall be submitted:

(1). Quarterly ☐

(2). Semi-Annually ☐

(3). Other ☒ – Monthly, in arrears for services furnished during the previous month. Invoice must specify Contract Line Item Number (CLIN), quantity furnished and date furnished.

(d). GOVERNMENT INVOICE ADDRESS:

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

Department of Veterans Affairs  
Financial Services Center  
<http://www.fsc.va.gov/einvoice.asp>  
Austin TX

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

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

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

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

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

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

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

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

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

- (f). AUTHORIZATIONS:

- (1). The Contracting Officer (CO) named in the Standard Form 1449 block 31b above is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

- (A). Contract prices,

- (B). Quality,

- (C). Quantities, or

- (D). Delivery terms and conditions.

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

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

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

(h). CONTRACT TIME PERIOD:

(1). The base contract period shall commence approximately (to be assigned) and expire (to be assigned). The start date for the base year will depend on the actual date the contract is awarded. The start date for the base year is anticipated to be approximately January 1, 2018.

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

(3). At the discretion of the government, and in accordance with 52.217-8, Option to Extend Services, the contract may be extended for up to six (6) months. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised under this clause subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(i). FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS: The Contracting Officer has determined that the Service Contract Labor Standards will apply to this contract.

(j). SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011). This solicitation includes **VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments**. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other

proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments

(k) CERTIFICATIONS:

(1). As required by Section E.2 FAR clause 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2014), please mark your response to the question below:

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

(2). As required by section E.10 FAR clause 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JAN 2017), if you have completed the annual representations and certifications electronically via <http://www.acquisition.gov> please mark your response and complete the following:

FAR 52.212-3 (b) (2) - The offeror ☐ has ☐ has not completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), **except for paragraphs** \_\_\_\_\_

(l). ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

AMENDMENT NUMBER	DATE

## B.2 PRICE SCHEDULE

1) CLINs x001 through x014 are for on call services, for an indefinite delivery, indefinite quantity (ID/IQ) at fixed-price with annual economic price adjustment (EPA). The actual trips, miles and separately priced services furnished will be invoiced and paid in arrears monthly. The quantities specified in this Price Schedule are ESTIMATED NUMBERS for budget and evaluation purposes and as such, except for the minimum amount specified below, there is no guarantee made or implied as to the quantity the contractor may be required to furnish.

2) As stated in Section B.3 (a) (5) this contract will have a guaranteed total contract minimum and a non- guaranteed maximum value as follows:

Minimum - \$10,000.00.

Maximum - \$20,100,000.00.

3) Because the price of fuel will have a disproportionate impact on the cost of performing this contract, and the price of fuel has varied widely, specific CLINs below will be subject to an annual adjustment based on the terms of the PROPORTIONAL ECONOMIC PRICE ADJUSTMENT (EPA) OF CONTRACT PRICE(S) BASED ON A PRICE INDEX (EPA clause) provided as section C.15 to this contract. Each option year a new price will be computed for each specified CLIN based upon the current cost of fuel and the percentage of the price that is attributable to the cost of fuel. It is mandatory that offerors identify a % of cost attributable to fuel for each specified CLIN. Each year a new price will be computed for those CLINs based upon the price of fuel (gasoline or diesel) in the Midwest region of the United States (PADD2) as published by the U.S. Energy Information Administration on their WEB site <http://www.eia.gov/petroleum/gasdiesel/> The Base Index, for the purposes of price adjustment, will be the price of fuel on the solicitation closing date for receipt of offers.

**DO NOT INCLUDE ANY PROJECTED FUEL INFLATION OR DEFLATION IN YOUR PRICING OF THE OPTION YEAR CLINs**

4) The Period of Performance (POP) dates shown in the items below are for planning purposes only. The POP Begin date in items 0001 through 0014 will be modified to reflect the actual effective date of contract award and the End date will be 364 days after that date. The remaining item numbers POPs will be the base period anniversary dates extended to correspond to that specific option year of the contract.

ITEM #	DESCRIPTION OF SERVICES	ESTIMATED QTY	UNIT	UNIT PRICE	AMOUNT
0001	BLS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____%	1,100.00	EA	_____	_____
0002	BLS MILEAGE outside of	70,000.00	EA	_____	_____



	Marion IL city limits. Price per mile (loaded mile). Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____%				
<b>0003</b>	ALS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____%	500.00	EA	_____	_____
<b>0004</b>	ALS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____%	30,000.00	EA	_____	_____
<b>0005</b>	BLS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____%	300.00	EA	_____	_____

	_____ %				
<b>0006</b>	BLS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following            information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____ %	7,000.00	EA	_____	_____
<b>0007</b>	ALS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following            information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____ %	100.00	EA	_____	_____
<b>0008</b>	ALS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018  <b>(Fill-in the following            information)</b> Type of fuel (diesel/gasoline) utilized _____ % of unit price for fuel _____ %	2,000.00	EA	_____	_____
<b>0009</b>	OXYGEN. Price per trip Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1,545.00	EA	_____	_____
<b>0010</b>	BLS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be a grace period at no cost). Contract Period: Base	151.00	HR	_____	_____

	POP Begin: 01-01-2018 POP End: 12-31-2018				
<b>0011</b>	ALS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be grace period at no cost). Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	HR		
<b>0012</b>	IV PUMP. Price per trip. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	360.00	EA		
<b>0013</b>	TRANSPORT TO VA Helipad. Price per trip (loaded trip). One Way BLS Ambulance Transport to VA Helipad from Medical Center or Nursing Home Care Unit, Marion, IL. Distance is approx. 100-150 yards. Response time must be within 30 minutes from receipt of call for transport. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	EA		
<b>0014</b>	CARDIAC MONITORING. Price per trip. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	612.00	EA		
<b>BASE YEAR SUBTOTAL</b>					
<b>1001</b>	BLS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1,133.00	EA		
<b>1002</b>	BLS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	72,100.00	EA		
<b>1003</b>	ALS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	515.00	EA		

<b>1004</b>	ALS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	30,900.00	EA	_____	_____
<b>1005</b>	BLS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	309.00	EA	_____	_____
<b>1006</b>	BLS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	7,210.00	EA	_____	_____
<b>1007</b>	ALS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	103.00	EA	_____	_____
<b>1008</b>	ALS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	2,060.00	EA	_____	_____
<b>1009</b>	OXYGEN. Price per trip Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1,591.00	EA	_____	_____
<b>1010</b>	BLS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be a grace period at no cost). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	156.00	HR	_____	_____
<b>1011</b>	ALS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be grace period at no cost). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	HR	_____	_____
<b>1012</b>	IV PUMP. Price per trip. Contract Period: Option 1 POP Begin: 01-01-2019	370.00	EA	_____	_____

	POP End: 12-31-2019				
<b>1013</b>	TRANSPORT TO VA Helipad. Price per trip (loaded trip). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	EA		
<b>1014</b>	CARDIAC MONITORING. Price per trip. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	630.00	EA		
<b>OPTION YEAR 1 SUBTOTAL</b>					
<b>2001</b>	BLS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	1,167.00	EA		
<b>2002</b>	BLS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	74,263.00	EA		
<b>2003</b>	ALS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	530.00	EA		
<b>2004</b>	ALS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	31,827.00	EA		
<b>2005</b>	BLS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	318.00	EA		
<b>2006</b>	BLS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	7,426.00	EA		
<b>2007</b>	ALS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 2	106.00	EA		

	POP Begin: 01-01-2020 POP End: 12-31-2020				
<b>2008</b>	ALS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	2,122.00	EA	_____	_____
<b>2009</b>	OXYGEN. Price per trip Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	1,639.00	EA	_____	_____
<b>2010</b>	BLS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be a grace period at no cost). Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	161.00	HR	_____	_____
<b>2011</b>	ALS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be grace period at no cost). Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	1.00	HR	_____	_____
<b>2012</b>	IV PUMP. Price per trip. Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	381.00	EA	_____	_____
<b>2013</b>	TRANSPORT TO VA Helipad. Price per trip (loaded trip). Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	1.00	EA	_____	_____
<b>2014</b>	CARDIAC MONITORING. Price per trip. Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	649.00	EA	_____	_____
<b>OPTION YEAR 2</b>					
<b>SUBTOTAL</b> _____					
<b>3001</b>	BLS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1,202.00	EA	_____	_____
<b>3002</b>	BLS MILEAGE outside of Marion IL city limits. Price	76,491.00	EA	_____	_____

	per mile (loaded mile). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021				
<b>3003</b>	ALS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	546.00	EA		
<b>3004</b>	ALS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	32,782.00	EA		
<b>3005</b>	BLS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	328.00	EA		
<b>3006</b>	BLS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	7,649.00	EA		
<b>3007</b>	ALS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	109.00	EA		
<b>3008</b>	ALS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	2,185.00	EA		
<b>3009</b>	OXYGEN. Price per trip Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1,688.00	EA		
<b>3010</b>	BLS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be a grace period at no cost). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	165.00	HR		
<b>3011</b>	ALS WAIT TIME. Price per hour, rounded to nearest	1.00	HR		

	1/4 hour (billable after first 1/2 hour that will be grace period at no cost). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021				
<b>3012</b>	IV PUMP. Price per trip. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	392.00	EA		
<b>3013</b>	TRANSPORT TO VA Helipad. Price per trip (loaded trip). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1.00	EA		
<b>OPTION YEAR 3 SUBTOTAL</b>					
<b>3014</b>	CARDIAC MONITORING. Price per trip. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	668.00	EA		
<b>4001</b>	BLS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1,238.00	EA		
<b>4002</b>	BLS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	78,786.00	EA		
<b>4003</b>	ALS TRIP WITHIN Marion IL city limits. Price per trip. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	563.00	EA		
<b>4004</b>	ALS MILEAGE outside of Marion IL city limits. Price per mile (loaded mile). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	33,765.00	EA		
<b>4005</b>	BLS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	338.00	EA		
<b>4006</b>	BLS MILEAGE outside of	7,879.00	EA		



	Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022				
<b>4007</b>	ALS TRIP WITHIN Evansville IN city limits. Price per trip. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	113.00	EA		
<b>4008</b>	ALS MILEAGE outside of Evansville IN city limits. Price per mile (loaded mile). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	2,251.00	EA		
<b>4009</b>	OXYGEN. Price per trip Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1,738.00	EA		
<b>4010</b>	BLS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be a grace period at no cost). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	171.00	HR		
<b>4011</b>	ALS WAIT TIME. Price per hour, rounded to nearest 1/4 hour (billable after first 1/2 hour that will be grace period at no cost). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	HR		
<b>4012</b>	IV PUMP. Price per trip. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	404.00	EA		
<b>4013</b>	TRANSPORT TO VA Helipad. Price per trip (loaded trip). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	EA		
<b>4014</b>	CARDIAC MONITORING. Price per trip. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	688.00	EA		
<b>OPTION YEAR 4</b>					

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<b>SUBTOTAL</b> _____
<b>GRAND TOTAL</b> _____

## B.3 STATEMENT OF WORK (SOW)

### (a) GENERAL INFORMATION

- (1) Title of Project: Beneficiary Ambulance Transportation Services
- (2) Scope of Work: The primary intent of this contract is for furnishing prearranged ground ambulance transportation services for beneficiaries of the Marion IL VA Medical Center's service area, with on-call services as needed and for non-scheduled medical emergencies as they may arise. The Contractor shall provide all resources necessary to accomplish the deliverables described in this statement of work (SOW), except as may otherwise be specified.
- (3) Location: Services are required for eleven (11) medical facilities located in Illinois, Indiana and Kentucky. The Contractor will transport eligible veteran beneficiaries to, from and within the following locations:
  - (i) Marion IL VA Medical Center
  - (ii) Evansville IN VA Health Care Center
  - (iii) Community Based Outpatient Clinics (CBOCs) located in:
    - (A) Carbondale IL
    - (B) Effingham IL
    - (C) Hanson KY
    - (D) Harrisburg IL
    - (E) Mayfield KY
    - (F) Mt. Vernon IL
    - (G) Owensboro KY
    - (H) Paducah KY
    - (I) Vincennes IN
- (4) Background: The Department of Veteran Affairs, Network Contracting Office (NCO) 15, has a requirement to acquire commercial ambulance transportation services to support the Marion IL VA Medical Center. This requirement has been traditionally acquired via a base plus 4 option year service contract. The existing contract #VA255-D-0161 was awarded 10/01/2016 to MEDICONE MEDICAL RESPONSE as a 1 year bridge contract with an expiration date of 09/30/2017. The contract has been extended 3 months with a new expiration date of 12/30/2017.
- (5) Performance Period: The Contractor shall begin the work required under this SOW commencing with the effective date of award, unless otherwise directed by the CO, and shall provide the required services until the date of contract expiration.
- (5) Type of Contract: This is an indefinite delivery, indefinite quantity (ID/IQ) fixed-price with annual Economic Price Adjustment (EPA) contract. The contract will have a guaranteed total contract minimum and a non-guaranteed maximum value as follows:
  - (i) Minimum - \$10,000.00.
  - (ii) Maximum - \$20,100,000.00.
- (6) Extension of Contract. This contract may be extended for up to four (4) one (1) year option periods plus an additional six (6) months at the discretion of the government, in accordance with FAR Clause 52.217-8, Extension of Services and 52.217-9, Option to Extend the Term of the Contract.

### (b). CONTRACT DEFINITIONS/ACRONYMS

- (1) Advanced Life Support (ALS) – ALS services are defined as more advanced medical help required beyond those provided as BLS. ALS services shall be provided by ambulance vehicles containing at a minimum an on-board Paramedic, cardiac monitoring, Advanced Cardiac Life Support (ALS) drugs and procedures, advanced airway management and medication monitoring and administration. Ambulances for ALS services shall be staffed in accordance with current applicable Illinois, Indiana or Kentucky State laws and regulations governing the certification and licensure of private ambulances.
- (2) Base Rate – Base rate is defined as the rate paid for one-way transportation from a designated pick-up point to a designated delivery point within the city limits as defined herein. For every trip traveled, Contractor will be reimbursed at the base rate for trips within the city limits and base rate plus mileage for trips outside the city limits. This rate will be paid for all authorized one-way trips ordered under this contract action, with employees receiving a minimum the Department of Labor Service Contract Act wage rates (included herein), during all phases of the trip made on behalf of the Government. Attached Service Contract Labor Standards wage rate determinations will be updated each option year when/if new revisions are issued.
- (3) Basic Life Support (BLS) – BLS is defined as services required for non-critical patient care in which patient requires an ambulance, staffed in accordance with current applicable Illinois, Indiana or Kentucky State laws and regulations governing the certification and licensure of private ambulances. This ambulance at a minimum will be staffed with a vehicle operator and an Emergency Medical Technician (EMT) Ambulance, and with basic airway management.
- (4) Beneficiary – Veterans and other members determined to be eligible for benefits by the VA.
- (5) Business Hours/Days – Business hours/days are defined as the time of 8:00 a.m. to 4:30 p.m., Monday through Friday, except Federal holidays. Federal holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a national holiday. Off Business hours/days are defined as the time of 4:31 p.m. to 7:59a.m. Monday through Friday, all day Saturday and Sunday and Federal holidays.
- (6) City Limits – The city limits, for the purposes of this contract, is defined as the corporate limits of the city of Marion, Illinois, and Evansville, Indiana, in effect at the time of service under this contract.
- (7) Contracting Officer (CO) – VA official with the authority to enter, administer, terminate contracts, and makes related determinations and findings, and is a member of the vehicle inspection team.
- (8) Contracting Officer's Representative (COR) – VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and is a member of the vehicle inspection team. All administrative functions remain with the Contracting Officer.
- (9) Contractor – The term "Contractor" as used herein refers to both the prime Contractor and his personnel, and any subcontractors and their personnel. The Contractor shall be responsible for assuring that his subcontractors comply with the provisions of this contract.

- (10) Joint Commission on Accreditation of Healthcare Organizations (JCAHO) – A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.
- (11) Loaded mileage – This means mileage when beneficiary is on board in the ambulance.
- (12) Mileage Rate – Mileage rate for ambulance services is the rate paid for each mile traveled outside the city limits. This rate applies to one-way transportation only. The Contractor shall not receive reimbursement of the mileage rate for trips within the city limits.
- (13) Scheduled Trip(s) – The term “Scheduled Trip” as used in this contract refers to those trips in which the Contractor has been given advance notice (advance notice is defined as notice given by 4:30 p.m. the prior business day) of required services and a specific pick-up time.
- (14) Unscheduled Trip(s) – The term “Unscheduled Trip” as used in this contract refers to those trips required on an as needed basis and advance notice is not given.
- (15) Vehicle(s) – The term “Vehicle(s)” as used in this contract refers to ambulance transportation provided under the requirements of this contract.
- (16) Waiting – Waiting as used in this contract is defined as the time required and verified by authorized medical facility personnel, for the Contractor to wait at designated pick-up and/or delivery points in performing contract services. Waiting will be charged in fifteen (15) minute/ ¼ hour increments
- (17) Waiting Grace Period – The waiting grace period is defined as thirty (30) minutes prior to the time waiting charges commence. The base rate for ambulance services shall include a thirty (30) minute waiting grace period at origin and destination.
- (18) Gender - For the purpose of equal rights, wherever the masculine gender is used in this solicitation, and the resulting contract, it shall be considered to include both masculine and feminine gender.
- (c) **SCOPE OF WORK:** The intent of an awarded contract shall be to have a business entity provide ambulance transportation services for beneficiaries of the Department of Veterans Affairs (VA) in Marion, IL and Evansville Health Care Clinic and all Community Based Outpatient Clinic’s in their surrounding areas. The Contractor shall provide all vehicles, personnel, management, supplies, transportation, equipment and reports necessary to cover all ground ambulance services as identified in the Schedule. The contract shall be for a one year base period with up to four (4) one (1) year option periods plus an option for extending the contract period for up to an additional six (6) months. The Contractor shall cover the full range of paramedic and ambulance services. Emergency and non-emergency services shall be provided 24 hours/day, 365 days per year.
- (d) **NUMBER OF BENEFICIARYS:** Beneficiary is defined as an authorized beneficiary of the Department of Veterans Affairs. It is understood and agreed that only one beneficiary (including VA and Non-VA beneficiaries) shall be transported on a trip unless specifically authorized by the Contracting Officer's Representative (COR) or designee. When approved by the COR, or designee, and more than one beneficiary is being transported on a trip, reimbursement shall be made at the rate not exceeding the cost of transporting a single beneficiary, however, the longest distance over which a beneficiary is transported may be claimed when transported in a single vehicle concurrently. Contractor shall ensure that the pick-ups and destinations are scheduled so that the total distance traveled shall result in the most economical charge to the Government.

- (e) **ADDITIONAL PASSENGERS:** The Contracting Officer, COR, or designee or other representative of the Government retains the right to send an authorized Government official (Registered Nurse, Licensed Practical Nurse, Nursing Assistant, or Physician) to attend to the beneficiary in a transfer from our facility when in the opinion of our medical staff such a trained attendant is necessary to the beneficiary's welfare. The furnishing of a VA authorized official does not relieve the Contractor from furnishing a qualified attendant in accordance with other provisions or clauses required herein. The COR or designee retains the right, in the best interest of the beneficiary, to allow a relative to accompany beneficiary. However, beneficiary family members or others may not ride with a beneficiary unless the COR, or designee has given prior authorization. Contractor shall be reimbursed the Base Rate for trips within the city limits and Base Rate plus mileage for trips outside the city limits for return of the Government official to the originating site.
- (f) **MILEAGE:** To determine what is considered reasonable mileage, VA will utilize Google Maps/Bing's, "Quickest Route" calculation. Mileage is computed for out of town runs beginning or ending at the corporate limits of the city of Marion, Illinois, or Evansville, Indiana. Unless specifically approved per section (k) – Orders, for extenuating circumstances, requests for payment of mileage determined not reasonable by the VA will not be paid. Mileage beyond +/- 5% of the route, replicated in Google Maps/Bing, will be considered not reasonable. Contractor must ensure that pickups and drop-offs are scheduled so that the total distance traveled will result in the most economical charges to the Government.
- (g) **AMBULANCE SERVICES:** Basic Life Support (BLS)/Advanced Life Support (ALS) Transport: Prices proposed in the schedule shall include the service of a qualified driver and an Emergency Medical Technician (EMT) and/or paramedic for emergency and non-emergency transport of beneficiaries in an Emergency Medical Care Vehicle (EMCV) shall include:
- (1) **EMERGENT RESPONSE:** Emergent response is one in which a BLS or ALS level of service has been requested for immediate response to a 911 call or the equivalent. An immediate response is one in which the Contractor begins as quickly as possible to take the steps necessary to respond to the call.
    - (i) For requests to furnish an emergent response to the Marion IL VA Medical Center the Contractor shall arrive on-site at the medical center no-later-than (NLT) 15 minutes after the request was received by the Contractor.
    - (ii) For requests to furnish an emergent response to the Evansville IN VA Health Care Center, and the Contractor is licensed by the City of Evansville IN to transport within the city limits, the Contractor shall arrive on-site at the health care center no-later-than (NLT) 15 minutes after the request was received by the Contractor. If the Contractor is NOT licensed by the City of Evansville IN to transport within the city limits the Contractor is authorized to utilize a subcontractor Ambulance Service who is certified to meet all requirements of this contract and is licensed by the City of Evansville IN.
    - (iii) For requests to furnish an emergent response to any destination other than the medical center or the health care center, the Contractor's ambulance shall be on the highway, proceeding to the assigned destination, NLT 15 minutes after the request was received by the Contractor. If the Contractor is NOT licensed to operate in a particular pickup or delivery location the Contractor is authorized to utilize a subcontractor Ambulance Service who is certified to meet all requirements of this contract and is licensed for that pickup or delivery location.
  - (2) **URGENT RESPONSE:** Urgent response is one in which a BLS or ALS level of service has been requested not emergent but still medically necessary for high priority response.
    - (i) For requests to furnish an urgent response to the Marion IL VA Medical Center the Contractor shall arrive on-site at the medical center no-later-than (NLT) 30 minutes after the request was received by the Contractor.

- (ii) For requests to furnish an urgent response to the Evansville IN VA Health Care Center, and the Contractor is licensed by the City of Evansville IN to transport within the city limits, the Contractor shall arrive on-site at the health care center no-later-than (NLT) 30 minutes after the request was received by the Contractor. If the Contractor is NOT licensed by the City of Evansville IN to transport within the city limits the Contractor is authorized to utilize a subcontractor Ambulance Service who is certified to meet all requirements of this contract and is licensed by the City of Evansville IN. shall arrive on-site at the health care center no-later-than (NLT) 30 minutes after the request was received by the Contractor.
  - (iii) For requests to furnish an urgent response to any destination other than the medical center or the health care center, the Contractor's ambulance shall be on the highway, proceeding to the assigned destination, NLT 30 minutes after the request was received by the Contractor. If the Contractor is NOT licensed to operate in a particular pickup or delivery location the Contractor is authorized to utilize a subcontractor Ambulance Service who is certified to meet all requirements of this contract and is licensed for that pickup or delivery location.
- (3) **ROUTINE RESPONSE:** Routine response is one in which a BLS or ALS service has been requested for basic transport purposes that require an ambulance. Many of these will be scheduled transports in advance for next day or beyond next day
- (i) Prescheduled response. If the Contractor is requested to furnish a routine preschedule response to arrive at any destination, the Contractor shall arrive on-site at that destination no-earlier-than (NET) 10 minutes before the prescheduled pick-up time, nor no-later-than (NLT) 30 minutes after the prescheduled pick-up time.
  - (ii) Non-prescheduled response to medical center. If the Contractor is requested to furnish routine non-prescheduled response to the Marion IL VA Medical Center or the Evansville IN VA Health Care Center, the Contractor shall arrive on-site at the medical center or the health care center NLT 45 minutes after the request was received by the contractor.
  - (iii) Non-prescheduled response to other location. If the Contractor is requested to furnish routine non-prescheduled response to any destination other than the medical center or the health care center, the Contractor's ambulance shall be on the highway proceeding to the assigned destination NLT 60 minutes after the request was received by the Contractor.
- (h). **RESPONSE TIME.** The Contractor shall be responsible for providing all vehicles and manpower, necessary to meet all ALS and BLS transport requirements of this contract.
- (i). **WAITING TIME:**
- (1). For unscheduled trips without a specified time for pickup, waiting charges shall commence 30 minutes from the time the Contractor arrives at the designated pick-up and/or delivery points. For unscheduled trips with a specified time for pickup, waiting charges shall commence 30 minutes after that specified pickup time. For scheduled trips, waiting charges shall commence 30 minutes from the scheduled pick-up time or from the time the Contractor arrives at the designated pick-up point, whichever is later.
  - (2). If the designated pick-up and/or delivery points are at other than the VA Medical Center and waiting beyond the required 30-minute grace period is anticipated, the Contractor shall notify the COR. This call is only for verifying the Contractor's time of arrival at pick-up and delivery points and is not necessary if the Contractor does not anticipate a delay for which waiting charges will be claimed. The Contractor's failure to notify the COR when waiting beyond the grace period shall result in non-payment for waiting time. No charges for waiting time will be honored without prior approval. Immediate communication can often eliminate the possibility of delays. It is permissible for the Contractor to confirm runs with beneficiaries by phone prior to dispatching units.

(j). RATES:

- (1) Rates proposed in the schedule shall apply for the 24-hour day, 365-days per year. Payment for trips traveled shall per Section B.3 (f) – Mileage, above.
- (2) Other charges: It is understood that the prices listed in the Price Schedule shall be inclusive of all ferry, bridge, tunnel or road toll charges. Contractor shall not bill the VA for any such separate charges. If the Contractor's place of business is located beyond the telephone call zone of the Marion Illinois VA Medical Center where long distance rates become applicable, the Contractor agrees to accept collect telephone orders for service as part of the basic rates.

(k). ORDERS:

- (1) Requests for services shall be made in writing, fax, or by telephone by the COR or designee (i.e., VA Travel Office). A list of persons authorized to place orders against this contract shall be furnished to the Contractor upon award. Updated listings will be provided to the Contractor when changes are made during the term of the contract.
- (2) The Department of Veterans Affairs shall provide the following information to the Contractor:
  - (i) First and last name of beneficiary.
  - (ii) Last 4 numbers of beneficiary's social security number.
  - (iii) Pick-up point (including address, city and state, phone number, building and/or room number if applicable).
  - (iv) Destination (including address, city and state, phone number, if applicable, building and/or room number if applicable).
  - (v) Time of pick-up.
  - (vi) Physician orders, i.e. IV, Oxygen, etc.
  - (vii) Whether there are papers, medications, or other items to be transported with the beneficiary and whether those items shall be with the beneficiary or in the Travel Office.
  - (viii) Any special instructions.

(l) ORDERING PROCEDURES:

- (1) Confirmation that the Contractor can meet the requirements of the order will be provided by the Contractor within 30 minutes of receiving the order (if it is not confirmed at the time the request is placed).
- (2) If the Contractor is unable to provide the service at the location or within the time required, the Contractor can subcontract with another company for furnishing the required services.
  - (i) The subcontractor must be licensed and meet all requirements of this contract.
  - (ii) If a subcontractor is to be utilized the VA will be notified within 30 minutes of the request as to the name of the subcontractor responsible for transporting the beneficiary on the Contractor's behalf.
  - (iii) The Contractor is responsible for paying to the subcontractor those amounts agreed to between the Contractor and the subcontractor for providing the subcontractor's services.
  - (iv) The VA will not be invoice by, not will the VA directly pay the subcontractor for any services provided by the subcontractor.
  - (v) The Contractor will not charge the VA for any difference between the contract price for the services and the sub-contracted amount paid by the Contractor.
  - (vi) The Contractor will not charge the VA more than the contract price for the services rendered by the subcontractor. VA's privity of contract is solely with the Contractor, not with any subcontractor that is utilized by the Contractor.



- (3) If the VA is unable to establish telephone contact with the Contractor for Basic Life Support (BLS) service within one (1) minute or if the Contractor fails to furnish BLS ambulance service within a reasonable time, i.e., 45 minutes after receiving a request or within 45 minutes of the scheduled pick-up time, the VA reserves the right to obtain the service from another source and to charge the Contractor with any excess costs to the VA which may result there from. The VA will be the sole judge in determining when to order service from another source.
  - (4) If the Contractor has not arrived or called within one hour of the time requested, and has not provided this service through another company, the VA reserves the right to request service from another source and the Contractor will be charged the difference between the contract price of the service and the amount charged by the alternate source. The VA will be the sole judge in determining when to order service from another source. **THIS REQUIREMENT WILL BE STRICTLY ENFORCED.** The VA will contact the contractor first, before an alternate source ambulance is called.
  - (5) In the event the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the VA Travel Section or the Medical Administrative Officer, after business hours, and provide a justification for non-performance. The VA reserves the right to re-procure services that cannot be performed by the Contractor, in accordance with the terms, conditions and schedule of this contract. Payment of re-procurement costs shall not relieve the Contractor from any other provision in this contract covering inspection, acceptance and deductions from payment. The VA will be the sole judge in determining when services will be re-procured. The failure of the Contractor to perform services within the required time frames and in accordance with terms and conditions of this contract may also provide cause for termination of the contract in accordance with FAR clause 52.212-4(m).
- (m). **INCIDENT/ACCIDENT REPORTING PROCEDURES:** In all cases where an incident or accident occurs while a VA beneficiary is in the Contractor's care, the VA will be contacted immediately. In cases where immediate emergency medical treatment is deemed necessary, notifications will be required upon arrival at the nearest facility capable of providing the required emergency medical treatment. In all cases, beneficiaries must be cleared by this facility's emergency room physician. Clearance must be documented. Contact can be made with the travel office during business hours and with the Administrative Officer of the Day during off tours. Written reports are required by the next business day following the incident/accident.
- (n). **SPECIFIC VA REQUIREMENTS:** Drivers shall be responsible to ensure that beneficiaries are not left unattended at their destination. Drivers are to ensure that beneficiaries are left in the care of a responsible person prior to departure from drop off point. In all applicable cases a responsible party must sign for the beneficiary prior to departure. Applicable cases are defined as those to a professional facility (including this facility) or when an attendant is required. The emergency entrance will be used unless otherwise instructed. The ambulance bays are to be utilized for loading and unloading for beneficiaries only. Vehicles may not occupy the bays more than 15 minutes. Engines **MUST** be turned off while occupying bays. Drivers and/or attendants must notify the travel desk upon arrival for pickup from this facility or prior to departure for deliveries to this facility. It is the responsibility of the drivers/attendants to notify the VA Travel Office when medical and/or environmental conditions, which may adversely affect the overall treatment and care of a beneficiary, are identified (i.e. home, facility, etc.). All trip tickets will be completed with the following information: company name, date and actual time of pickup, beneficiary name, origin and destination, physician orders, approved waiting time, mileage, driver/attendant names, receiving attendant's signature, applicable comments. Upon arrival at the VAMC, the ambulance attendant shall report to Urgent Care and deliver the trip ticket. Tickets shall be maintained by the Contractor for record. Copies of signed trip tickets may also be used for proof of transport for billing purposes. Failure to comply could result in non-payment.

- (o). **NO SERVICE CALLS:** The contractor will contact the COR no later than the following business days on any no service calls.
- (p). **SUPPLIES:** All charges incurred in the use of supplies and/or equipment needed to provide the services specified are to be included in the unit prices quoted in the Price Schedule. This shall include emesis basins, urinals, bedpans, facial tissues, and other customary supplies as required by state regulations of the state the vehicle is licensed to operate in.
- (q). **STAFFING:** Ambulance services provided under the terms of this contract shall meet the minimum staffing requirements as mandated by the states the ambulance is licensed to operate in (Illinois, Indiana and Kentucky) or the VA minimum requirements contained in the statement of work, whichever is greater. The VA reserves the right to restrict any Contractor personnel from performing services under this contract who do not meet the required qualifications for the services they are required to perform, and who violates Federal regulations or are identified as a potential threat to the security, safety, health and/or operational mission of the VA and its' veteran population. The restriction of such Contractor personnel shall not relieve the Contractor from performing all the required services, in accordance with all terms, conditions, and schedules contained herein.
- (1) The Contractor shall furnish qualified personnel as required by contract specifications to accomplish all services under this contract.
  - (2) Contractor personnel performing services to the VA shall conduct themselves in a professional manner, maintain personal hygiene, wear clean, neat uniforms and be identified by having the company name, and employee name affixed to the uniform. The Contractor shall be responsible for furnishing all vehicles, personnel, equipment and supplies, vehicle fuel, uniforms, nametags and/or badges for performance of services under this contract. Employee identifications shall be worn in clear view above the waist. Contractor personnel shall not smoke in vehicles while transporting VA beneficiaries.
  - (3) A Record of each personnel as to character, physical capabilities, and qualifications performing the duties of an ambulance driver or attendant must be maintained at the Contractor's establishment and made available for inspection upon request of the Contracting Officer or designee. The facility reserves the right to observe skills of any Contractor personnel attending to a VA beneficiary.
  - (4) A roster of Paramedics, Registered Nurses (RN), Emergency Medical Technicians (EMT), and Non-emergency Attendant Drivers (EMTI's and LPN's if used to provide these services) shall be furnished to the Contracting Officer or designee and shall contain the following information:
    - (i) Name
    - (ii) Paramedic or EMT license number
    - (iii) Driver's license number
    - (iv) Date of initial training
    - (v) Date of refresher training
  - (4) All changes in the roster shall be made in writing to the Contracting Officer or designee, prior to a change being made. All Paramedics, EMT's, EMTI's, RN's, and LPN's shall be certified or licensed by the appropriate Local, State (or Regional), and Federal governing agency that regulates the services to be provided in this contract.
- (r). **CONTRACTOR'S PERSONNEL QUALIFICATIONS:** All Contractor personnel performing contract services shall meet the qualifications as specified in this contract, as well as any qualifications required by Federal, State, County and local government entities from the place in which they

operate. Contractor personnel shall meet these qualifications while performing contract services. The VA requires that all Contractor personnel receive a physical verification of safe driving record and drivers check every 2 years, and safety training one time per year.

- (1) The educational competencies of each crew will be provided. This will include dates of certifications for BLS/ACLS and recertification's for licensure. A copy of the Regional Standing orders that the crew functions under will be provided and will include the training program and dates of completion for these standing orders. These Standing Orders will include Basic, Intermediate and Paramedic pre-hospital protocols. The name of the physician functioning as Medical Control will be provided and any changes will be communicated to the VA. In transporting beneficiaries, the care provided by a Basic, Intermediate, or Paramedic will not exceed the scope of practice as defined by the State of Missouri.
- (2) During the contract period of performance, if the Contractor proposed to add-on or replace personnel to perform contract services, the Contractor shall submit the required evidence of training, certifications, licensing and any other qualifications to the designated COR. At no time shall the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the qualifications under the terms and conditions of this contract.
- (3) Paramedics, RN's, EMT's, and Non-emergency Attendant Drivers that provide the services of this contract shall have the following qualifications:
  - (i) Have completed training in accordance with the standards published by the Department of Health and Human Services (DHHS) with a minimum curriculum of 81 hours or "equivalent" including an in-hospital-training period. Contractor's personnel providing the services under this contract shall meet the requirements for standard of care based upon each individual's level of authorization by the applicable State of Illinois, Indiana or Kentucky as outlined in that State's Emergency Medical Services Systems Act and Rules and Regulations. Such a training program must also be acceptable under the regulatory requirements for local Emergency Medical Services Systems supported by DHHS under Public Law 93-154, Federal Register 39:24304, July 1, 1974. Technicians and drivers shall be capable to administer oxygen and have successfully completed the Standard and Advanced First Aid courses of the American Red Cross or U.S. Bureau of Mines, or equivalent. Proof in the form of a current certificate that such first aid training has been successfully completed must be made available upon request from the Contracting Officer, COR, or designee.
  - (ii) The "Equivalent" training program successfully completed by the Contractor's personnel must be submitted to the Contracting Officer to verify compliance with the contract.
  - (iii) The Contractor's personnel must be certified, licensed or otherwise officially recognized by the local, state, or regional government or public entity where the emergency ambulance service is operated or by which it is governed.
  - (iv) The Contractor's personnel must be enrolled periodically in "refresher" continuing education or advanced training programs as required by the local or state government entity in which the service is rendered to veterans but in no instance shall this be less frequently than every two years. Such "refresher" training must be equivalent to that developed by the Department of Transportation, National Highway Safety Administration. Such refresher training shall be submitted to the Contracting Officer upon request for verification of compliance.
- (4) Drivers/Attendants: Drivers providing service under this contract shall have a valid ambulance personnel license with a driver designation as required by Federal, State, and Local law. Contractor shall be responsible for assuring that its drivers are knowledgeable and competent in emergency vehicle operations and thoroughly familiar with the vehicles assigned. Qualified driver shall have the following:
  - (i) Valid Driver's license from the state of residence.
  - (ii) Current CPR certification.

- (iii) Current EMT/Paramedic license (as appropriate) from state of residence/business.
- (s) **VEHICLES:** For purposes of this contract, EMCV and Ambulance shall be defined as the same and used interchangeably. Contracting Officer, COR, or designee reserves the right to inspect and certify any EMCV or ambulance proposed for use in providing the services of this contract. In accordance with subsection (3) below, the Contracting Officer, COR, or designee reserves the right to restrict the use of any EMCV or ambulance to provide the services of this contract. Each vehicle will have identification on the side panels and/or doors, indicating company name.
  - (1) All EMCV or ambulances used under the terms of this contract shall be licensed and shall meet the minimal vehicle requirements as established by **Federal Specification for the Star-of-Life Ambulance KKK-A-1822F dated August 1, 2007**, as revised by the latest change order, subject to exceptions and additions mandated by the state the vehicle is licensed to operate in (State of Illinois, Kentucky and Indiana Official Rules and Regulations for Operation and Administration of Emergency Medical Services by Illinois, Kentucky and Indiana Departments of Transportation, and State of Illinois, Kentucky and Indiana Emergency Medical Services. ) in effect during the contract period.
  - (2) Subject specifications apply to Emergency Medical Care Vehicle only.
    - (i) Subject specifications are mandatory as minimal requirements for such vehicles, but chassis or compartment modifications are permissible when they clearly exceed the minimal specifications. Each EMCV shall be of model and make that ensures safe and comfortable transportation of the beneficiary and must have sufficient headroom to accommodate the beneficiary in the Fowler's position. Each EMCV shall be equipped with safety items required by Local, State, and Federal regulations.
    - (ii) The basic non-emergency care vehicles contracted for shall be the Type I, Type II, or Type III, and are equally acceptable to the Department of Veterans Affairs. The specification KKK-A-1822F shall apply with variation as indicated by this solicitation as minimal vehicle requirements.
  - (3) The VA reserves the right to inspect Contractor's equipment and vehicles or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing ambulances. VA inspections of Contractor facilities shall in no way constitute a warranty by the VA that the Contractor's vehicles and equipment are properly maintained. The VA reserves the right to restrict the Contractor's use of equipment and vehicles which need repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the Contractor from performing in accordance with the strict intent and meaning of the contract without additional cost to the VA. If additional ambulance vehicles/equipment are proposed for use to perform the services of this contract, after the initial inspection, the Contractor shall notify the Contracting Officer of the change and arrangement shall be made to inspect the additional vehicles/equipment before said vehicles/equipment are placed into use to perform the services of this contract. The Contracting Officer or designee, as deemed necessary, throughout the life of the contract, may perform periodic subsequent inspections and/or investigations. For additional Inspections requirements, see FAR Clause 52.212-4 (a), Contract Terms and Conditions - Commercial Items (JAN 2017) and the Addendum to 52.212-4.
  - (4) **Ambulance Medical Equipment:** Each emergency medical vehicle shall have beneficiary compartment facilities, oxygen and suction systems and equipment, environment climatic equipment, communications and additional systems, equipment, accessories and supplies (including emesis basins, urinals, bed pans, facial tissues), as required by Section 3.11 through 3.15.4 of Federal Specification KKK-A-1822F dated August 1, 2007, and as by the state the vehicle is licensed to operate in. Each gurney/cot shall have an oxygen carrier for portable oxygen cylinders to maintain the cylinder while moving the gurney. The gurney/cot shall have multiple

adjustable heights leveling (minimum of 3 levels that shall include floor level, chair level, and treatment room cart level). Contractor must be able to accommodate excessive weight beneficiaries up to 600 pounds. Portable respirators may be required occasionally.

- (5) BLS vehicles shall, in conjunction with the above, also provide on-board EMT and perform basic airway management.
  - (6) ALS vehicle shall, in conjunction with the above, also provide an on-board Paramedic or RN as appropriate, perform cardiac monitoring (ECG), pressure monitoring, suction, ventilator, IABP, resuscitation equipment including defibrillator, provide ACLS drugs and procedures, perform advanced airway management and medication monitoring and administration, to include multiple drips such as IV heparin and nitroglycerin. Advanced airway management means the ability to intubate a beneficiary and provide appropriate respiratory care, which does not include tracheotomies, cricoidotomies or cricotracheotomies.
  - (7) The Contractor will provide all necessary equipment for the transport of BLS/ALS beneficiaries. This will include multiple infusion pumps, tubing and a mechanism to support the device(s).
  - (8) The Contractor that is providing ambulance service shall provide oxygen when it is requested by authorized Medical facility personnel or required by the beneficiary's medical condition.
  - (9) The Contractor shall not be permitted to borrow medical equipment from the VA medical facilities. The Contractor shall provide all medications required while in transport, sheets and blankets and other equipment and supplies required for use while in transport, for direct beneficiary care. Contractor shall at no time and under any circumstances exchange supplies, equipment and/or medications with VA. The prices offered in the Schedule shall be inclusive of consumables used in transport. All vehicles used for critical beneficiary care (Ex. ALS, BLS), shall include, but not be limited to, monitors, defibrillator with external pacemaker, intubation equipment, intravenous equipment, medications, beneficiary compartment facilities, oxygen and suction equipment including portable oxygen suction and accessories.
  - (10) Contractor Equipment, Vehicle and Inspection Compliance Rate: The Contractor shall maintain at a minimum a 98% compliance rate regarding equipment, vehicle and inspection during the contract period. Failure of the Contractor to perform in accordance with this compliance rating may constitute sufficient cause for termination of the contract for cause (See FAR clause 52-212-4(m)).
- (t) CONTRACTOR NOTIFICATION:
- (1) Electronic Transmissions: The Contractor shall, always, during the contract period, have on premises a functioning fax machine to communicate requirements with the VAMC (i.e., beneficiary incidents, request for service, special correspondence, etc.). The Contractor must also possess e-mail access for their company to complete communications with the VA.
  - (2) Authorized Medical Center Personnel: Prior to performance, the Contracting Officer shall provide the Contractor with a list of names or position titles and phone number of authorized Government personnel who may request services and receive calls from Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur. The Contractor shall ensure that requests for services are received from authorized medical center personnel. Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.
- (u) BENEFICIARY RIGHTS:
- (1) The Contractor shall be courteous to VA beneficiaries and shall not smoke while transporting beneficiaries. Beneficiaries may bring a reasonable amount of equipment with them during transport, such a folding wheelchair, consumable medical supplies and personal suitcase.

- (2) The Contractor shall immediately notify the VA of any incidents involving injury to VA beneficiaries during transport. The Contractor shall complete and submit to the COR an Incident Report. – Contract Ambulance Contractor. The report will be submitted within one (1) business day after the incident and will contain all information necessary for any full review.
- (3) The Contractor shall notify the COR, in writing within 24 hours of any complaints made by the beneficiaries with regards to the ambulance service. The Contractor may provide recommendations for improved services along with the beneficiary complaints for the VA's review. No recommendations shall be construed as being effective until and unless it is provided as written modification to the contract from the Contracting Officer.
- (4) The Contractor shall maintain at a minimum a 98% compliance rate regarding beneficiaries' rights. Failure of the Contractor to perform in compliance with the contract rating may constitute sufficient cause for termination of the contract for cause, (see FAR clause 52.212-4(m)).
- (v) **CONTRACTOR QUALITY CONTROL PROGRAM (QCP):** The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. An original and one (1) copy of the QCP will be forwarded to the Contracting Officer along with the requested initial proposal. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
  - (1) An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections.
  - (2) On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
  - (3) Incorporation of either active or established internal policy and procedures for updating medical service protocols that may affect performance of contract.
  - (4) The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
  - (5) On-site records of all vehicles maintenance and repairs performed, on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of beneficiaries in the event of mechanical breakdown of ambulance.
  - (6) On-site records identifying the character, physical capabilities, certifications and ongoing training of each personnel performing services under this contract.
  - (7) The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown or vehicle two-way radios.
  - (8) A log account for all requests for service. The log shall indicate the date and time of service call, name of beneficiary requiring services, type of transportation requested, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed.

- (9) On-site records of complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

(w) GOVERNMENT'S QUALITY ASSURANCE:

- (1) The COR or designee will evaluate the Contractor's performance by using a Quality Assurance Surveillance Plan (QASP) in accordance with FAR 52.212-4 Contract Terms and Conditions – Commercial Items, subparagraph (a) Inspection/Acceptance. The inspection criteria to be used for this contract is provided in Attachment (7). The methods and intervals of the evaluation are given in the attachment also.
- (2) All care provided under a health care resources contract must meet VA quality standards of care, whether the care is provided in a VA facility or in the sharing partner's facility. The Chief of Staff (COS) or Chief Medical Officer at the VA facility or Network level is responsible for ensuring that: the appropriate quality assurance standards are in place, collection is performed, and the performance of medical care under a sharing agreement is monitored. Contractor shall comply with all applicable JCAHO standards and all applicable VHA Handbooks and Directives.

(x) CUSTOMER SERVICE:

- (1) Contractor personnel shall conduct themselves in a businesslike manner while on VA premises.
- (2) When transporting beneficiaries to or from Medical facilities, the driver, acting for the Contractor, will ensure that the beneficiary's luggage, medical records, medications, and prosthetic devices are properly accounted for and delivered with the beneficiary as required.
- (3) The Contractor shall maintain a minimum of 98% compliance rate regarding customer service. Failure of the Contractor to perform in compliance with this contract rating may constitute sufficient cause of termination of the contract for cause, (see FAR clause 52.212-4(m)).

- (y) EVIDENCE of INSURANCE COVERAGE: Prior to award of contract the Contractor shall furnish to Contracting Officer 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 thirty (30) day written notice of cancellation or change is furnished the Contracting Officer. Vehicles other than those specifically on the list furnished to the Contracting Officer, as covered on the Certificate of Insurance, **shall not be used** to perform the services of this contract. See VAAR Clause 852.228-71 Indemnification and Insurance (Vehicle and Aircraft Service Contracts) (JAN 2008).

(z) JOINT COMMISSION FOR THE ACCREDITATION OF HEALTHCARE ORGANIZATIONS (JCAHO) COMPETENCY REQUIREMENTS:

- (1) Where the contract does not require Joint Commission accreditation or other regulatory body requirements, the Contractor must perform the required work in accordance with the Joint Commission standards. A copy of these standards may be obtained from the Joint Commission, One Renaissance Blvd., Oakbrook Terrace, IL 60181.
- (2) The Contractor shall be responsible to ensure that Contractor personnel coming to the work site shall receive the information required to successfully perform their duties.
- (3) Contractor shall attend a pre-work orientation meeting prior to the commencement of work on site. The VA shall schedule this meeting and it shall include discussion of the following topics:

(VA shall provide information to the Contractor regarding these topics and shall document the meeting.)

- (i) Fire and Safety
- (ii) Infection Control
- (iii) Disaster Procedures
- (iv) HIPAA Requirements
- (v) Other

(4) Contractor shall be responsible to ensure that Contractor's personnel coming to work site shall receive the information required above.

(5) Contractor shall be responsible to ensure Contractor personnel providing work on this contract are fully trained and completely competent to perform the required work.

(aa) SPECIAL CONTRACT REQUIREMENTS: Under the authority of Public Law 104-262 and 38 USC 8153, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, Marion, IL, services at prices specified in the Price Schedule.

(bb) PERSONNEL POLICY: The Contractor shall be responsible for protecting their personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following for their personnel:

- (1) Workers compensation.
- (2) Professional liability insurance.
- (3) Health examinations.
- (4) Income tax withholding and,
- (5) Social security payments.

(cc) INVOICES:

- (1) Invoices shall be submitted monthly in arrears. Supporting documentation for payment of disputed payments shall be presented to the COR within 60 days of receipt of the explanation of the partial payment or rejection.
- (2) Invoices must include the following information and/or documentation:
  - (i) Name and address of the business concern, payment terms, and invoice date.
  - (ii) Contract Number: and purchase order number (if applicable).
  - (iii) Name (where practicable), title, phone number, and complete address of responsible official to whom payment is to be sent.
  - (iv) Beneficiary's name and last four digits of beneficiary's Social Security number, date of service, point of origin and destination.
  - (v) Pick-up and delivery points, waiting time, and mileage charges are to be listed as separate line items per beneficiary.
  - (vi) HCFA 1500 form and a copy of the run sheet for each run and other substantiating documentation or information as required by the contract.
- (3) Please see invoice submission procedures provided in Section B.1.



- (4) Additional Invoice and payment terms are contained in FAR Clause 52.212-4, Terms and Conditions – Commercial Items (JAN 2017), paragraphs (g) and (i) and VAAR Clause 852.232-72 – Electronic Submission of Payment Requests (NOV 2012).

(dd) REPORTS: The Contractor will provide the following reports:

- (1) SERVICES PROVIDED MONTHLY REPORT: Contractor shall provide a monthly report to the COR which identifies each request for service by beneficiary name, time of receipt of call, whether BLS or ALS unit requested, time of arrival, and time elapsed from receipt of call and time of arrival. Other pertinent information as necessary may be included. This report must correspond to and substantiate the Contractor's itemized invoices.
- (2) INCIDENT REPORT: Whenever an incident or accident occurs while a VA beneficiary is in the Contractor's care services a verbal report will be furnished in accordance with Section B.3 (m). Additionally, in accordance with Section B.3 (u)(2) the Contractor shall complete and submit to the COR an Incident Report. – Contract Ambulance Contractor. The written report will be submitted within one (1) business day after the incident and will contain all information necessary for any full review.

(ee) PERFORMANCE STANDARD: Contractor must maintain a 98% satisfaction rate per 100 trips to be considered as providing acceptable performance. Acceptable performance is considered as having no more than two (2) valid complaints per 100 trips. Validity of complaint is to be determined by the COR. Valid complaints more than 2% per quarter may be grounds for termination (FAR Clause 52.212-4(m)). Performance tracking will be monitored by the COR on a quarterly basis.

(ff) HIPAA COMPLIANCE:

- (1) As a covered entity, the Department of Veterans Affairs (VA) is required by law to obtain satisfactory assurance of a Business Associate and that the Business Associate appropriately safeguards protected health information it receives or creates on behalf of the covered entity. Contractors and any subcontractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 to include the Administrative Simplification Provisions of the law and associated rules and regulations published by the Department of Health and Human Services (HHS). The Contractor shall comply with all HIPAA-related rules and regulations to include Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information, and the Security Standards. This includes both the Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity component of the Department Veterans Affairs is the Veterans Health Administration (VHA). In accordance with HIPAA, the Contractor will be required to enter in to a Business Associate Agreement (BAA) with VHA.
- (2) Business associates must follow VHA privacy policies and practices. All contractors 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 HHS Standards for Privacy of Individually Identifiable Health information as determined by VHA. For contractors and business associates who are granted access to VHA computer systems, this requirement is met by completing VHA National Privacy Policy training or other VHA approved privacy training. Proof of training is required.

- (3) Any violation of HIPAA will be reported to the Contracting Officer in writing within twenty-four (24) hours of the Contractor's discovery of an occurrence. Included in the report will be a description of the occurrence, beneficiary names (if known), location, date and time. A copy of any filed police report will be provided by the Contractor to the Contracting Officer within twenty-four (24) hours of completion.
- (gg) BUSINESS ASSOCIATE AGREEMENT: The contract resulting from this solicitation has been identified as requiring a Business Associate Agreement as defined in Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191. A sample template of this agreement is provided as Attachment (3).
- (hh) CPARS. Required registration with Contractor Performance Assessment Reporting System (CPARS).
- (1) As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- (2) Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil). Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.
- (3) For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
- (4) Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.
- (ii) CONTRACTOR SPECIAL AGREEMENT CHECK (SAC):

- (1) A Special Agreement Check (SAC) is an FBI criminal history check of fingerprints which is initiated prior to entry on duty for all new Contractor employees who perform services for at least ten (10) days and who:
  - (i) Provide direct and/or ancillary healthcare services at VA facilities.
  - (ii) Have access to VA computer/information systems.
  - (iii) Have access to sensitive information.
- (2) The SAC Form is attached and should be completed by the contractor when there is a change in contractor employee's performing services against this contract. The SAC will be completed by HR or designated service for contractor employees prior to or on the first day on which the contractor employees begin work under the contract, on-site at the VA facility. The COR indicates on the form whether contractor employees require computer access and signs the form. The COR ensures the SAC form is provided to human resources (HR) or designated service prior to or at the time of fingerprinting of contract personnel. HR or designated service at the facility does the fingerprinting of contractor employees and signs the form and returns the form to the COR who will then ensure that the contracting officer is aware the SAC has been completed by HR.
- (3) If the fingerprint report requires adjudication of "potentially actionable issues" (i.e., if there is a "hit") with respect to the Contractor employees, HR should contact the COR who will then notify the Contracting Officer so that a determination can be made as to whether remove or retain the Contractor employee from performance against the contract.

(jj). VA Cyber Security and Privacy Training Requirements for Contractor Personnel

- (1) *Definitions.* As used in this clause –
  - (i) *Contractor employee* means an employee of the prime Contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the Contractor is associated. It also includes consultants engaged by any of those entities.
  - (ii) *Information technology resources* means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.
  - (iv) *VA sensitive information* means all Department data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information. The term includes information whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of federal programs.
- (2) All Contractor employees requiring access to VA information technology resources shall complete the following prior to contract performance and annually thereafter:

- (i) Successfully complete VA Cyber Security Awareness training;
  - (ii) Successfully complete VA General Privacy training.
- (3) The Contractor shall provide a copy of VA Cyber Security training certificates and VA General Privacy training certificates for each applicable employee to the Contracting Officer prior to contract performance and annually thereafter. These online courses are located at the following web site: <https://www.ees-learning.net/>.
- (4) All Contractor employees that do not have access to VA information technology resources, but do have access to VA sensitive information shall annually complete VA General Privacy training. The Contractor shall provide a copy of VA General Privacy training certificates for each applicable employee to the Contracting Officer prior to contract performance and annually thereafter. This course is available online at <https://www.ees-learning.net/>.
- (5) Failure to complete mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until the training is completed. In addition, the contract may be terminated for cause should the Contractor fail to meet mandatory training requirements.
- (kk) RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS: The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:
- (1) Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
  - (2) Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
  - (3) Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
  - (4) Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
  - (5) Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
  - (6) The Government Agency owns the rights to all data/records produced as part of this contract.
  - (7) The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
  - (8) Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

- (9) No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
  - (10) Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.
- (II) SOLICITATION ATTACHMENTS: The following items will apply to this solicitation and the resulting contract/s:
- (1) Attachment (1) – Wage Determinations Incorporated by Reference. Most current Wage Determinations as published by the Dept. of Labor. Furnished to provide the Contractor information on the minimum wages that must be paid to Contractor personnel in accordance with the Service Contract Labor Standards.
  - (2) Attachment (2) – Past Performance Questionnaire. Standard form to be utilized in obtaining reference information. The offeror is to fill-in the offeror specific information on the questionnaire then provide the questionnaire to their chosen references. The reference is to complete the questionnaire and return it directly to the Contracting Officer to be received no later than the closing time and date of the solicitation.
  - (3) Attachment (3) - Business Associate Agreements (BAA). The contract resulting from this solicitation has been identified as requiring a Business Associate Agreement as defined in Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191. Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide the Contractor advanced notice of the form's requirements.
  - (4) Attachment (4) – VSC Security Request Packet. Copy of the forms that Contractor personnel must use to obtain a Special Agreement Check (SAC) investigation. Furnished to provide the Contractor advanced notice of the form's requirements.
  - (5) Attachment (5) Authorization for Release of Information. VA Form 0710. Copy of the form that Contractor personnel must use for a background investigation, in addition to the form contained in Attachment (4) VSC Security Request Packet. Furnished to provide the Contractor advanced notice of the form's requirements.
  - (6) Attachment (6) – Declaration for Federal Employment – Optional Form 306. Copy of the form that the Contractor personnel must use if additional background information is required for the background investigation. Furnished to provide the Contractor advanced notice of the form's requirements.
  - (7) Attachment (7) - Sample Quality Assurance Surveillance Plan (QASP). To be utilized by the Contractor and the government to negotiate a QASP that is mutually agreeable to both parties.

**THIS PROCUREMENT IS BEING CONDUCTED IN ACCORDANCE WITH FAR PARTS 12 AND 15.**

(End of Section B)

## SECTION C - CONTRACT CLAUSES

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

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

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

#### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008
52.237-3	CONTINUITY OF SERVICES	JAN 1991

(End of Clause)

#### C.2 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

### **C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

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

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

- (1) Any order for a single item in excess of 500 loaded trip miles;
- (2) Any order for a combination of items in excess of 50 trips/day or 3,000 loaded trip miles/day; or
- (3) A series of orders from the same ordering office within one (1) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract expiration.

(End of Clause)



### **C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of Clause)

### **C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

### **C.7 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.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

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

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

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

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

(End of Clause)

## **C.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

## **C.11 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (JAN 2008)**

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

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

(End of Clause)

## **C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage

during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Illinois, Indiana and Kentucky. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **C.14 VA INFORMATION AND INFORMATION SYSTEM SECURITY/ PRIVACY**

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

### **1. GENERAL**

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

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

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

(b). NOT APPLICABLE TO THIS ACQUISITION.

(c). NOT APPLICABLE TO THIS ACQUISITION.

(d). NOT APPLICABLE TO THIS ACQUISITION.

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

### **3. VA INFORMATION CUSTODIAL LANGUAGE**

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

(b). NOT APPLICABLE TO THIS ACQUISITION.

(c). NOT APPLICABLE TO THIS ACQUISITION.

(d). NOT APPLICABLE TO THIS ACQUISITION.

(e). NOT APPLICABLE TO THIS ACQUISITION.

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

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

(h). NOT APPLICABLE TO THIS ACQUISITION.

(i). NOT APPLICABLE TO THIS ACQUISITION.

(j). NOT APPLICABLE TO THIS ACQUISITION.

(k). NOT APPLICABLE TO THIS ACQUISITION.

(l). NOT APPLICABLE TO THIS ACQUISITION.

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

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

**6. SECURITY INCIDENT INVESTIGATION**

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

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

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

(d). In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal

law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

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

(a). Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2). Description of the event, including:
  - (A). date of occurrence;
  - (B). data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3). Number of individuals affected or potentially affected;
- (4). Names of individuals or groups affected or potentially affected;
- (5). Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6). Amount of time the data has been out of VA control;
- (7). The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8). Known misuses of data containing sensitive personal information, if any;
- (9). Assessment of the potential harm to the affected individuals;

(10). Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

(11). Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

(1). Notification;

(2). One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3). Data breach analysis;

(4). Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5). One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6). Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **8. SECURITY CONTROLS COMPLIANCE TESTING. NOT APPLICABLE TO THIS ACQUISITION**

## **9. TRAINING**

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

(1). NOT APPLICABLE TO THIS ACQUISITION;

(2). NOT APPLICABLE TO THIS ACQUISITION;

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

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

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

(c). Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or



electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

### **C.15 PROPORTIONAL ECONOMIC PRICE ADJUSTMENT (EPA) OF CONTRACT PRICE(S) BASED ON PRICE INDEX**

- (a) To the extent that contract cost increases are provided by this economic price adjustment clause, the offeror warrants that the prices in this offer for any option periods do not include any amount to protect against such contingent cost increases.
- (b) The cost index, for the purpose of price adjustment under this clause, shall be “Retail On-Highway Regular Grade Gasoline Prices”, shall be the Energy Information Administration Web site as contained in <http://www.eia.gov/petroleum/gasdiesel/> as published by the U.S. Department of Energy. All adjustments authorized under this clause shall be made by using the Base Index and Adjusting Indexes, which are published weekly each Monday at 5:00 PM (Eastern Time), or Tuesday if Monday is a holiday.
  - (1) The Base Index, for the purposes of price adjustment under this clause, shall be the most recent Index published prior to the closing date for receipt of offers, or the due date for receipt of best and final offers if discussions are held. This Base Index shall remain constant throughout the life of the contract, including all options.
  - (2) The Adjusting Index shall be the most recent Index published prior to the date of contract adjustment, as specified in paragraph (f).
- (c) For purposes of this clause, it will be conclusively presumed that %(percentage)<sup>1</sup> (as provided in the Price Schedule) of the price of Mileage represents the Base Cost of regular grade gasoline or diesel fuel<sup>2</sup>, and the resulting Base Cost will be the basis upon which adjustment will be made under this clause. This Base Cost will be used in calculating all adjustments to the following line items: **x001 through x008**. A new Base Cost will be calculated for each option year period on the new option year prices.
- (d) The percentage of the price of the indexed commodity (see paragraph (c)) remains fixed throughout the life of the contract and is not subject to modification under this clause. Any pricing actions pursuant to the “Changes” clause or other clause or provision of the contract, except for this clause, will be priced as though there were no provisions for economic price adjustment.
- (e) All price adjustments shall be applicable only to the specific contract adjustment period to which the calculations are made. For every contract adjustment period, new calculations shall be made and new prices determined. Every adjustment during the Base Year shall be based on the original contract prices for that contract year and every adjustment during an option year shall be based on the original contract prices for that option year. The contracting officer must make new calculations for each and every contract adjustment period specified in paragraph (f) and at the beginning of each new option year, if different.
- (f) The dates of contract adjustment shall be the anniversary of the Base Index of each exercised option year. The contracting office shall retain a copy of the Base Index in the contract file and, on each date of adjustment specified herein, obtain a copy of the Adjusting Index. The Contracting Officer shall calculate the adjustment due and shall, upon exercise of the option year, issue a modification to the contract adjusting the contract or unit price(s). The adjusted contract or unit price(s) shall be effective for all orders placed or services provided after the effective date of contract adjustment, as specified



in this paragraph (f), until the date of the next option year contract modification. If the Contracting Officer fails to act, the Contactor shall request a contract adjustment in writing and any subsequent adjustment shall be retroactive to the applicable date of contract adjustment. The Contractor's entitlement to price increases for a prior contract period (base year or option year) shall be waived unless the Contractor's written request for an adjustment under this clause is received by the Contracting Officer no later than 30 days following the end of the base year for changes applicable to the base year, or 30 days following the end of each option year for changes applicable to that option year. The Government's right to contract decreased for prior contract periods (base year or option year) shall be waived unless the Contracting Officer processes a contract modification no later than 30 days following the end of the base year for changes applicable to the base year, or 30 days following the end of each option year for changes applicable to that option year.

(g) An example of an adjustment calculation is provided herein for information purposes only.

- (1) For purpose of this example, assume that a contract is for ambulance services, that the contract price is \$2.10 per mile one way, that price adjustments will be made on the basis of the cost of gasoline, that the cost of gasoline represents 10% of the total cost per mile (the Base Cost is 10% of \$2.10 (the per mile one way price in Line Item X), or \$0.21), and that contract adjustments will be made annually. If the Base Index (the price of gasoline the week prior to receipt of bids) is \$1.559 per gallon and the price of gasoline at the first date of contract adjustment (annual anniversary of the week prior to receipt of bids) is \$2.129 per gallon, the calculations for contract price adjustment would be as follows:

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

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

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

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

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

- (2) For the second contract adjustment period, all calculations would be based on the original contract bid price for that contract year, \$2.10 per mile in this example. If the price of gasoline goes down during the second adjustment period to the original Base Index price of \$1.559 per gallon, the adjusted contract price for that second period would return to \$2.10 per mile (there would be a zero percent increase or decrease to the Base Cost and thus no change to the original bid price for that contract adjustment period). The contracting officer would

then issue a contract modification returning the contract price from \$2.18 to \$2.10 per mile for that contract adjustment period. If, on the other hand, the price of gasoline actually went below the Base Index price, say to \$1.449 per gallon, the calculations for the second economic price adjustment period would be as follows:

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

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

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

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

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

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

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

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

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

- (h) Price adjustments pursuant to this clause, which shall be made by contract modification issued by the contracting officer, shall show the Base Index (see paragraph (b)(b)), the Adjusting Index, the Base Cost (see paragraph (c)), the mathematical calculations used to arrive at the adjusted contract unit price, and the effective date of the adjustment.
- (i) In the event that the Department of Energy discontinues, or alters substantially, its method of calculating the index cited herein, the parties shall mutually agree upon an appropriate substitute for determining the price adjustment described herein. If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may modify the contract to specify use of an appropriate substitute index, effective on the date the index specified herein begins to consistently and substantially fail to reflect market conditions.
- (j) Any dispute arising under the clause shall be determined in accordance with and subject to the “Disputes” clause of the contract.

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

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

(End of Clause)

(End of Addendum to 52.212-4)

## **C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

- ☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

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

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

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

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

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

[] (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

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

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

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

- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☒ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☒ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
<b>Ambulance Driver</b>	
<b>5703 WG-07 - Motor Vehicle Operator</b>	<b>\$21.90-\$7.98/hr</b>
<b>(step 2)</b>	<b>\$23.65-\$8.62/hr</b>
	<b>\$21.47-\$7.83/hr</b>
	<b>\$22.58-\$8.23/hr</b>
<b>Medical Care Transportation</b>	
<b>Technician (Paramedic/EMT)</b>	
<b>0640 GS-06 – Health Aid Technician</b>	<b>\$17.54-\$6.39/hr</b>
<b>(step 1)</b>	

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

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

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

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

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

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

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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



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

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

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

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

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

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

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

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

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

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

**C.17 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

(End of Clause)

(End of Section C)

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

<b>TITLE</b>	<b>DATE</b>	<b>PAGE COUNT</b>
<b>Attachment (1) - Wage Determination Incorporated by Reference</b> (in Adobe .pdf format)	N/A	2
<b>Attachment (2) – Past Performance Questionnaire</b> (in Adobe.pdf format)	N/A	4
<b>Attachment (3) – Business Associate Agreement</b> (in Adobe .pdf format)	N/A	8
<b>Attachment (4) – VSC Security Request Package</b> , consisting of the following documents: Contract Security Services Request Form #1A Contractor/Employee Fingerprint Request Instructional Form 2A Contractor/Employee Fingerprint Request Form #2 PIV Sponsorship Instructional Form 3A VHA Service Center PIV Sponsorship Form #3 Security Verification Continuation Instructional Form 1B Contract Security Verification Request Supplemental Form #1B	April 2012 N/A April 2012 N/A April 2012 N/A April 2012	1 1 1 1 1 1 1
<b>Attachment (5) – Authorization for Release of Information – VA Form 0710</b> (in Adobe .pdf format)	May 1998	1
<b>Attachment (6) – Declaration for Federal Employment – Optional Form 306</b> (in Adobe .pdf format)	October 2011	3

<b>Attachment (7) – Quality Assurance Surveillance Plan (QASP)</b> (in Adobe .pdf format)	N/A	10

(End of Section D)

## SECTION E - SOLICITATION PROVISIONS

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

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

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

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

### ***\*INSTRUCTIONS FOR PROPOSAL SUBMISSION\****

(a). **ADDITIONAL INFORMATION.** In addition to the information requested in Paragraph (b) of 52.212-1 entitled “Submission of Offers”, offerors shall include the following with their offers in order to be considered for award:

- (1) Proposals must be submitted in two parts: (1) Technical Proposal (includes Technical and Past Performance) and (2) Price Proposal.
- (2) Hard copy. A hard copy of proposals may be provided to the following address to arrive no later than the time and date specified in section 8 of the SF1449:

Dept. of Veteran’s Affairs  
Attn: Roy D Harrison – Branch Chief  
General Services Team II  
Network Contracting Office (NCO) 15  
3450 S 4th St Trafficway  
Leavenworth KS 66048

- (3) Optional submission procedure. Offerors may submit an electronic version of the technical and past performance (technical) and price/cost (Price) proposals via email to [roy.harrison@va.gov](mailto:roy.harrison@va.gov). The email must have the solicitation number identified in the subject line. Files must be readable using Microsoft Office 2007, Word, Excel, PowerPoint, Access, or Adobe Acrobat (.pdf). Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe .pdf. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., VA255-17-R-0753/ABC Company/1 of 4. Note: Zip files are not acceptable. It is incumbent upon the offeror to ensure that their proposal is received by the due date and time when submitting electronically.

(4) Proposal format. Proposals must be submitted in two parts: (1) Technical Proposal (includes Technical and Past Performance) and (2) Price Proposal. One (1) signed copy of the technical proposal and one (1) copy of the price proposal shall be submitted to the address specified in section (a) (3) above. If the optional submission procedures (email) for transmission of the proposal are utilized in accordance with section (a) (3) above, one (1) copy of both the technical and price proposal will be required. The Technical Proposal shall contain no discussion of price. The Price proposal shall consist of the completed entire solicitation document (signed SF 1449 and completed price schedule). PLEASE DO NOT SPIRAL BIND PROPOSALS.

(5) Telegraphic offers. Telegraphic offers (submitted by telegram or mailgram) will not be accepted.

(6) Facsimile offers. Facsimile offers will not be accepted.

(b). TECHNICAL QUESTIONS: offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. Questions may be sent via e-mail to [roy.harrison@va.gov](mailto:roy.harrison@va.gov). Subject shall be identified as RFP VA255-17-R-0753. Verbal questions will not be addressed. All responses to questions, which may affect offers, will be incorporated via addenda to the solicitation. Questions must be received **no later than ten (10) days** prior to the Offers Due Date indicated in Block 8 of the SF 1449.

(c). TAILORING OF PARAGRAPH (c), Period for Acceptance of Offers: The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

(d). DOCUMENTATION TO BE PROVIDED WITH OFFER. The following documents are to be provided with the offeror's response:

- (1) Standard Form SF1449 - Complete Blocks 12, 17a, 30b, 30c, and sign Block 30a. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP.
- (2) Section B.1. Contract Administration Data. Fill in Section B.1 (a) (1), Section (k) (1) and (2) and provide acknowledgement of any solicitation amendments.
- (3) Representations and Certifications. If the offeror does NOT have a current Representations and Certifications on-line at <https://www.sam.gov> a completed copy of FAR 52.212-3 (Offeror Representations and Certifications – Commercial Items (JAN 2017), found in Section E.10 of the solicitation, must be completed and returned with the Technical proposal.

(4) Subcontracting.

(A) Subcontracting of services shall not be authorized for the transportation of VA beneficiaries without prior approval of the VA. Any subcontractor proposed must meet the same specifications, terms and conditions as the prime contractor. Please identify any subcontractor that will be used and what percent of the contract they will perform.

(B) In accordance with 13 CFR 125.6 (e)(3), work performed by an independent contractor shall be considered a subcontract, and may count toward meeting the applicable limitation on subcontracting where the independent contractor qualifies as a similarly situated entity. Identify in your offer any independent contractors that will be used and what percent of the contract they will perform.

(5) Price.

- (i) Please complete and return the Price Schedule provided as RFP Section B.2. Complete the Contract Line Item Number (CLIN) for the Base Contract Period and for each of the four (4) Option Years. Provide a copy of the completed section with your Price Proposal.
  - (ii) Remember that all CLINs **MUST** either be priced or be offered at No Charge. Do not leave any CLIN prices blank.
  - (iii) It is mandatory that offerors identify a % of cost attributable to fuel for each specified CLIN. DO NOT include inflation adjustment for the price of fuel in your pricing. Each year a new price will be computed for those CLINs based upon the price of fuel on the anniversary of the closing date of the solicitation.
  - (iv) Pricing shall be F.O.B. Destination, to a VA designated destination or a beneficiary's residence, as applicable.
  - (v) Please identify the offeror in the upper right hand corner of each page on the Price Schedule.
  - (vi) As part of price analysis, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the offeror's final option year price to the offeror's total price. Offerors shall not submit a price for the potential six-month extension of services period. The Government may choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the last contract exercised price.
- (6) Technical proposal.
- (i) The technical proposal will primarily determine the qualifications and capability of the offeror to furnish the services called for in the solicitation. It should be specific and detailed. The proposal should be concise and provide sufficient information to demonstrate the offeror's capacity to satisfactorily perform the tasks outlined. Each response shall address each Factor/Subfactor in the sequence listed in section (g) below and clearly identify which element is being addressed. As a minimum, the following areas of particular interest should be addressed in the proposal:
    - (A) Contractor personnel. Provide information on personnel, as defined in sections (q) and (r) of the SOW, who are proposed to work on the contract. Please address their experience, licenses, training, and frequency of training. Include a list of all professional and administrative staff that will interact directly with beneficiaries, their job titles, and copies of licenses, diplomas, or training certifications for each. Ensure that a qualified project manager is identified. Personnel qualifications should include proof that all personnel possess the experience and qualification to perform under this contract. This includes licenses and certificates required by Federal, State and Local laws.
    - (B) Technical approach. Proposals will be considered only from offerors who are regularly established in the business called for and who are financially responsible and have the necessary equipment and personnel to furnish services in the volume required for all the services under this contract.
      - Describing the make, model, and year, of the vehicles the offeror has available to perform the required services. Please describe each vehicle's loading and unloading capabilities, configuration and capacity.
      - Furnish the location(s) and telephone number(s) of the offeror's establishment(s) where calls will be received and vehicle(s) will be available for dispatch.

Describe how the offeror is to be contacted twenty-four (24) hour per day. Specifically address the offeror's capability of furnishing services in both Marion IL and Evansville IN locations.

- Identify the metering device or method the offeror proposes to use in determining mileage.
- Furnish a copy of the current annual safety inspections that may be required by the States of Illinois, Indiana and Kentucky, for each vehicle.
- Furnish a copy of the Certificate of Insurance as required by SOW section (y) and VAAR Clause 852.228-71.
- Describe the backup/contingency plan detailing the steps that will be taken should the offeror be unable to complete a transport.

(ii) Quality Assurance Plan. Provide a Quality Control Plan, as outlined in the SOW, which provides procedures to be used to ensure that all contractual requirements are met.

(iii) Management Plan: Provide a written plan, as outlined in the SOW, on how the offeror intends to manage the contract. The plan shall be in sufficient detail to demonstrate an understanding of the SOW.

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

(v) Please limit the length of the Technical Proposal to forty (40) pages.

(7) Past performance: Reference information shall be submitted on the form provided as Attachment (2), located in Section D of the solicitation. Please provide references from no more than three (3) sources with contracts of similar scope that are ongoing or have been completed within the last three years from the issuance date of the solicitation. For each reference, fill-in the offeror specific information on the "Past Performance Questionnaire", and then send it to the reference for completion. References are instructed to provide completed questionnaires directly to the Contracting Officer to arrive no later than the solicitation closing date and time. Completed Questionnaires received after that date will not be accepted. Offerors can contact the Contracting Officer by telephone to verify receipt of references.

(e). PROPOSAL EVALUATION.

- (1) Evaluation procedure. Proposals will be evaluated for technical merit, past performance and price reasonableness, following the evaluation procedures specified in this solicitation. The proposal format has been included to assist you in preparing a complete proposal. In order to provide full consideration of your qualifications and ability for contract award, you are encouraged to ensure that the information furnished in support of your proposal is factual, accurate and complete.
- (2) Information provided. You may provide information you believe will enhance your proposal, however, overly elaborate presentations are not desired. Failure to provide the information requested may render the offeror's proposal as unacceptable. The Government reserves the right to verify any information provided.

- (3) Additional information. The government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror's proposal. Failure to submit complete information in the manner described above for the Technical Proposal may be considered a "no response" and excludes the proposal from further consideration.
- (4) Proposal format. The Technical Proposal will be submitted in a narrative form, which clearly addresses the Evaluation Factors and Sub Factors for award as outlined in Section (g) below. Each response shall address each Factor/Subfactor in the sequence listed and clearly identify which element is being addressed. This is not intended to restrict answering in as much detail as the offeror deems necessary to adequately present and address each element in the technical proposal.
- (5) Subcontractors. Offeror must identify any subcontractors proposed to be utilized for the provision of services required under this solicitation, as well as how the utilization of such subcontractor(s) addresses the requirements of each Factor/Subfactor.
- (f). **EVALUATION FACTORS FOR AWARD.** Proposals will be evaluated based upon the factors set forth below. Factor 1 is more important than Factor 2, Sub-Factors 1 (A)(B) and (C) are approximately equal in importance, Factor 3 is significantly less important than Factors 1 and 2 combined. Factors 1, 2, and 3, when combined, are slightly less important than price. The VA will evaluate the technical proposals, and rate each proposal using adjectival ratings. The offer that provides the best value to the Government, considering both price and non-price factors, will be awarded the contract.

(g). **EVALUATION FACTORS.**

- (1) Factors #1- Technical: Three sub-factors are equal in importance. The Offeror shall demonstrate understanding of the requirements stated in the Statement of Work (SOW), and produce an offer that will meet those stated requirements. The offer will be evaluated based on the ability to perform services in accordance with the SOW.
  - (i) Sub-Factor 1. (A) – **Experience** - The Government will evaluate the offeror's ability to provide the required services and the likelihood of success based on the offeror's capabilities and experience in meeting requirements similar to those identified in the SOW. The evaluation will focus on the Offeror's identified experience, how the proposal describes that experience to demonstrate the depth and breadth necessary to satisfactorily perform the requirements, and how the overall experience proposed by the Offeror mitigates risk and enhances the likelihood of successful performance.
  - (ii) Sub-Factor 1. (B) – **Personnel** – The Government will evaluate how well the offeror's proposed personnel meet requirements of the SOW; Did the offeror provide adequate professional and administrative staff to accomplish the requirements of the SOW; Do the personnel proposed have the experience and training necessary to provide a consistent superior quality of services; Is the offeror proposing to provide training adequate to meet Joint Commission and professional standards of service; Does the Project Manager possess the skills and experience necessary to assure a consistent high level of service
  - (iii) Sub-Factor 1. (C) – **Technical Approach** – As a minimum the Government will evaluate how well the proposed services meet the Governments requirement as outlined in the SOW; How sufficient is the offeror's plan to provide coverage throughout the area of responsibility is and will it assure that beneficiaries will be transported quickly and safely; How adequate are the offeror's building, equipment and personnel capabilities for assuring consistent quality and responsive furnishing of services; How well does the



offeror's management plan and quality control plan ensure all contractual requirements will be met and problems are identified and handled quickly and satisfactorily; How well does the offeror demonstrate an understanding and the capability of complying with Joint Commission or equivalent accreditation standards; How well does the contract startup plan meet the requirements of the SOW and assure a smooth and timely transition of contractors. Also, consideration may be given to the quality and completeness of the offeror's response in addressing the requirements of the SOW (as a reflection of the quality of the reporting to be expected during the course of this contract).

(2) Factor #2 - Past Performance.

- (i) The Offeror and its major subcontractor(s) past performance with Government and industry will be evaluated. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules. Emphasis will be on recent, relevant past performance with particular emphasis given to past performance with the VA. Recent is defined as work performed within the last three years. Relevant is defined as work similar to the work described in the SOW. Past performance information will be utilized to determine the quality of the offerors past performance as it relates to the probability of success/performance risk of the required effort. Since the Government may not necessarily interview all the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided.
- (ii) Additional past performance information obtained from the National Health Institute (NIH), Contractor Performance System (CPS), Past Performance Retrieval system (PPIRS), and any other sources deemed appropriate, may also be consider in the evaluation of past performance. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing past performance information rests with the offerors.

(3) Factor #3 - SDVOSB/VOSB participation.

- (i) In accordance with VAAR 852.215-70 - SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009), offers will be evaluated based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.
- (ii) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).
- (iii) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(4) Factor #4 - Price.

- (i) Price will not be assigned an adjectival rating or be scored. Price analysis will be used to determine that the prices are fair and reasonable in accordance with FAR Part 15.404-1(b) and (g).
  - (ii) 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, including the option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the offeror's final option year price to the offeror's total price. 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).
- (h) AWARD.
- (1) Best value. Award will be made to the responsible, responsive offeror whose offer, conforming to this solicitation, is determined to be the best value to the Government (price and non-price factors trade-off considered).
  - (2) Basis of award. As a basis for award, trade-offs between price and non-price factors are permitted. THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE. However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the proposals evaluated in the non-price factors. The greater the equality of proposals within the non-price factors, the more important price becomes in selecting the best value to the Government.
  - (3) Discussions. The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(End of Instructions for Proposal Submissions)

## **E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

(End of Provision)

## **E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

### **E.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a fixed-price with annual Economic Price Adjustment (EPA) contract resulting from this solicitation.

(End of Provision)

### **E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

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

Mailing Address:

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

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

(End of Provision)

### **E.5 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or

veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

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

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

(End of Provision)

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

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

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

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

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

(End of Provision)

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

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition

Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

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

## **E.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

(End of Addendum to Provision 52.212-1)

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

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

- (1) Technical Factor
  - Subfactor (1)(A) Experience
  - Subfactor (1)(B) Personnel
  - Subfactor (1)(C) Technical approach
- (2) Past Performance Factor
- (3) SDVOSB/VOSB Factor
- (4) Price Factor

Evaluation Factor 1 is more important than the Factor 2, Sub-Factors (1) (A)(B) and (C) are approximately equal in importance, Factor 3 is significantly less important than Factors 1 and 2 combined. Evaluation factors 1-3, when combined, are slightly less important than price.

(b) *Options.* 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. *This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price.* Evaluation of options will not obligate the Government to exercise the option(s)

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

(End of Provision)

## **E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (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](http://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](http://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:

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(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.

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*[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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

*[List as necessary]*

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a 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](http://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 (FAPIS).

**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)

(End of Solicitation)