

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. N/A; ID/IQ Individual Orders Fund		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25018Q0603	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jeremy Boston		b. TELEPHONE NO. (No Collect Calls) 734-222-7154		6. SOLICITATION ISSUE DATE 04-20-2018	
9. ISSUED BY Department of Veterans Affairs Ann Arbor Healthcare System Network Contracting Office 10 2215 Fuller Road Ann Arbor MI 48105				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <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: 485991 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	
15. DELIVER TO Department of Veterans Affairs VA Ann Arbor Healthcare System Places of Performance Described in the Statement of Work in Section B Multiple Locations MI				16. ADMINISTERED BY Department of Veterans Affairs Ann Arbor Healthcare System Network Contracting Office 10 2215 Fuller Road Ann Arbor MI 48105			
17a. CONTRACTOR/OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO. DUNS: DUNS+4:				Department of Veterans Affairs Financial Management System PO Box 149971 Austin TX 78714-9971 PHONE: 877-353-9791 FAX: 512-460-5540			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The contractor shall provide an offer for transportation services for the Ann Arbor VA Health Care System as described in the Statement of Work.  Offers shall be submitted IAW FAR 52.212-1 as described in Section E of this solicitation.  (Use Reverse and/or Attach Additional Sheets as Necessary)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 (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)		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

POC: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 36C250 Christopher Gundy  
Department of Veterans Affairs  
Ann Arbor Healthcare System  
Network Contracting Office 10  
2215 Fuller Road  
Ann Arbor MI 48105

2. 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, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Defined on Individual Task Orders

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

Department of Veterans Affairs  
Financial Management System  
PO Box 149971  
Austin TX 78714-9971

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

AMENDMENT NO	DATE

## STATEMENT OF WORK (SOW)

### I. GENERAL DESCRIPTION

- a.** The Contractor shall furnish wheelchair van *and* car for hire (taxi) transportation services from date of award for one (1), five (5) year Indefinite-Delivery Indefinite Quantity Contract. This service is for eligible beneficiaries and their attendants, escorts, and caregivers of the Ann Arbor VA Health Care System (AAVAHCS), and its community based outpatient clinics (CBOC's) on a twenty-four hour per day, seven days per week, 365 days per year.
- b.** Indefinite-Delivery Indefinite Quantity Contracts are unfunded. Subsequent Task Orders shall be issued to provide funding for each ordering period.
- c.** Estimated Quantities shall be provided for each annual period. The minimum guaranteed quantities shall be reflected in the Contract Clauses (Section C).
- d.** As necessary, the Contractor shall also transport the personal belongings (e.g. walker, wheelchair, luggage) that the beneficiary may have.
- e.** The services of this contract shall be used primarily for but not limited to; trips between the Ann Arbor VA Medical Center including its Community Based Outpatient Clinics, other VA medical centers, clinics both inside and outside of the state of Michigan, The University of Michigan Medical Center, to and from nursing homes and patient homes both within and outside the state of Michigan on a twenty-four hour per day, seven days per week, 365 days per year basis. The VA does not guarantee any of these estimated quantities or any percentage of these estimated quantities; however, it is believed they are a realistic expectation of our requirements for the period of this contract.
- f.** Contractor shall provide or subcontract at contract rates all requests for transport received from the Ann Arbor VA medical center and its Community Based Outpatient Clinics including but not limited to transportation requirements both locally and from outlying areas.
- g.** Contractor shall notify the COR, VTS or the AOD as soon as possible of those instances in which the Contractor knows that he will be unable to provide the required service at any specific time. This notice shall enable the VA to secure the service elsewhere to meet the requirements. In the event the Contractor is not able to service runs for the AAVAHCS, inclusive of the main facility and all CBOC's.
- h.** Should the Contractor sub-contract, the subcontract plan shall be provided to the Contracting Officer IAW Contract Terms.
- i. Immediate Notification:** It is the responsibility of the Contractor to immediately notify the AAVAMC ordering office when unable to make a pick-up or delivery by the exact time specified for previously scheduled trips; or unable to dispatch transportation to a designated pick-up point within the required time frame for scheduled or unscheduled requests for services. The immediate notification shall include the reason for the delay and whether the pick-up or delivery can be made at a later time and if so, specification of that time. However, it shall be the sole discretion of the AAVAMC ordering office to accept the later pick-up or delivery time, and based upon the reason for delay, present the delay for payment reduction or refuse the later pick-up or delivery time and order the services from another source (the applicable ordering office shall be the sole entity for determining when to request the services from another source), and present the reason for the delay to the CO as an occurrence. Based upon the reason for the delay, the Contractor may be charged with excess costs incurred by the AAVAMC in ordering the service

from another source or other appropriate contractual action may be taken by AAVAMC. However, if the Contractor states that he/she will provide additional transportation upon a specific request of the VA and is unable to provide the additional transportation within one hour of the request, and if the Contractor fails to notify the VA ordering officer of this inability to so provide, the Contractor shall be required to pay any difference in costs. Failure to notify the VA of any instance of inability to provide a transportation may reflect upon the Contractor's ability to perform under this contract.

**j.** For purposes of clarification, the Contractor shall be responsible for having sufficient vehicles and qualified personnel to meet the estimated annual requirements of the Veterans Affairs Ann Arbor Healthcare System (VAAHCS) and its CBOCs. The Contractor shall not be required to maintain a standby group of vehicles at any one time, but should use good business judgment in having sufficient vehicles to best meet our estimated requirements. If the Contractor provides more than the minimum number of vehicles required by this contract at any time, upon a specific request of VA during the contract period, the Contractor shall charge and VA will pay for such additional services only in accordance with the prices or rate of the Schedule by the Contractor.

## II. DEFINITIONS

Commonly used terms and acronyms and their equivalent appear throughout this contract and shall have the following meanings:

- a. ADMINISTRATIVE OFFICER of the DAY (AOD):** The secondary (off tour) source for requests, contacts and signatures for transport.
- b. ADD-ON TRIP:** Initial request for same-day transportation that was not previously scheduled.
- c. AMBULATORY:** persons able to walk on his/her own.
- d. ANN ARBOR VA HEALTH CARE SYSTEM (AAVAHCS):** The main hospital and all CBOC's as detailed in the "Places of Performance" in Section III.
- e. BASE AREA:** the first 30 loaded miles driven.
- f. BASE RATE:** rate paid for any trip 30 miles or less.
- g. BENEFICIARY:** Veterans family members and caregivers determined to be eligible by the VA for benefits.
- h. BTO:** Beneficiary Travel Office.
- i. CBOC:** Community based outpatient clinic. The AAVAMC has 3 primary CBOCs and 2 offsite clinics;
  - i.** Jackson Michigan (JCBOC), 4328 Page Ave Michigan Center MI 49254
  - ii.** Flint Michigan (FCBOC), 2360 S Lindon Rd Ste 300, Flint, MI 48532
  - iii.** Toledo Ohio (TCBOC), 1200 S Detroit Ave, Toledo, OH 43614
  - iv.** Green Rd Clinic: 2500 Green Rd, Ann Arbor, MI 48105
  - v.** Packard Rd Clinic: 3800 Packard Rd, Ann Arbor, MI 48108
- j. CAR FOR HIRE (TAXI):** A vehicle hired to transport ambulatory patients or patients not requiring a wheelchair van to and from their medical appointments.
- k. COMMON CARRIER:** Transportation services provided to an eligible beneficiary for the purpose of meeting their medical appointments.
- l. CONTRACTING OFFICER (CO):** The person executing this contract on behalf of the Government (Only the Contracting Officer is authorized to make commitments to

issue changes that shall affect the price, quantity, and quality or delivery terms of this contract).

**m. CONTRACTING OFFICER'S REPRESENTATIVE (COR):** The COR is an employee of the VA designated to perform specified contract administration activities, but is not given authority to enter into contractual agreements or modifications.

**n. CONTRACTOR:** A person/business and all authorized representatives thereof contracted to furnish supplies or services in accordance with the contract, at a specified price/rate.

**o. DAYTIME TOUR:** VAAAHs hours of operation during the day. Everything else is considered "off-tour".

**p. DRY RUNS:** When Contractor arrives at passenger pick-up location, but due to circumstances that are both outside the control of the Contractor and unforeseeable, the passenger is not transported anywhere. (Ex. Veteran confirms availability for pick-up over the phone, but then refuses transportation after the Contractor has arrived at the Veteran's residence.)

**q. MILEAGE RATE:** rate paid per mile for mileage over the base area/base rate. A Contractor may charge the base rate for each authorized one-way trip plus any mileage charges over the 30-mile base area.

**r. MOBILITY MANAGER:** A Supervisory Mobility Transportation Specialist assigned to manage the Veterans Transportation Program (VTP) component of the VAAAHs Veterans Transportation Service (VTS).

**s. NORMAL BUSINESS HOURS:** are between 6:01 am to 6:00 pm. After hours begin at 6:01 pm and end at 6:00 am.

**t. ONE WAY:** references the point from passenger pick up to point of passenger's designated delivery (drop off). All trips are to be billed "One way".

**u. SPECIAL PASSENGER REQUIREMENTS:** a person identified as being with limited mobility or needing minimal assistance. This assistance shall be stipulated on the travel request from the BTO at the time of request.

**v. STRETCHER CHAIR:** The Contractor shall have available a stretcher chair to transport beneficiaries who cannot be in an upright position due to the inability to put pressure on their lower extremities.

**w. TRAVEL TRIP (TRIP):** identifies one-way travel from point of origin to destination.

**x. TOO EARLY:** passenger(s) arriving at appointment location more than 30 minutes before scheduled appointment.

**y. TOO LATE:** passenger(s) arriving 15 minutes or more past their scheduled appointment.

**z. VAAAHs:** Veterans Affairs, Ann Arbor Healthcare System to include the Main Medical Center, its clinics and CBOCs.

**aa. VETERANS TRANSPORTATION SERVICE (VTS):** The primary department to initiate requests for transport.

**bb. WILL CALL RETURN:** The term commonly used between the Contractor and the VAAAHs to describe the return transportation of a previously scheduled passenger. Since the duration of patient appointments are difficult to predict, VAAAHs will contact the Contractor when a passenger is ready for return transportation.

**cc. NOTE:** All times reflect Eastern Standard Time (EST).

### III. PLACES OF PERFORMANCE

- a. Ann Arbor VA Health Care System;
  - i. Ann Arbor VA Medical Center (AAVAMC), 2215 Fuller Rd, Ann Arbor, MI 48105
  - ii. Jackson Michigan (JCBOC), 4328 Page Ave, Michigan Center, MI 49254
  - iii. Flint Michigan (FCBOC), 2360 S Lindon Rd Ste 300, Flint, MI 48532
  - iv. Toledo Ohio (TCBOC), 1200 S Detroit Ave, Toledo, OH 43614
  - v. Green Rd Clinic: 2500 Green Rd, Ann Arbor, MI 48105
  - vi. Packard Rd Clinic: 3800 Packard Rd, Ann Arbor, MI 48108
- b. Battle Creek VA Medical Center, 5500 Armstrong Road, Battle Creek, MI 49037
- c. Detroit VA Medical Center, 4646 John R. St, Detroit, MI 48201
- d. Saginaw VA Medical Center, 1500 Weiss St, Saginaw, MI 48602
- e. Other Medical Centers, VAMC's or otherwise, as deemed medically required by the AOD/COR within the State of Michigan and Northern/Central Ohio.
- f. **NOTE:** Transport shall occur to/from the beneficiary's residence to/from the facilities identified in this section. It is possible transport could occur from medical center to medical center based on the patients need and medical necessity. Approval shall be obtained prior to these transports.

### IV. PERIOD OF PERFORMANCE

- a. Estimated Period of Performance
  - i. Base Year: June 1, 2018 – May 31, 2023
- b. The Period of Performance may be adjusted on a sliding scale based on time of award and effective date. Timeframes above reflect the earliest possible effective date.

### V. RESPONSIBILITY OF THE CONTRACTOR

- a. Contractor shall furnish non-emergent transportation twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year to and from point of pick-up (typically patient's residence, but may include any pickup points, to or from any floor, ward, nursing home, or medical center) to the VAAHS or its CBOC's for medical appointments and return to residence.
- b. Transportation will be required prior to 6AM or after 6PM Monday through Friday, or on weekends and federal holidays. The contractor shall be capable of providing this transportation.
- NOTE:** The Federal Government observes the following Federal Holidays plus any other day designated a Federal Holiday by the President of the United States for the holiday rates:
 

i. New Year's Day	vi. Labor Day
ii. Martin Luther King Day	vii. Columbus Day
iii. Presidents' Day	viii. Veterans' Day
iv. Memorial Day	ix. Thanksgiving
v. Independence Day	x. Christmas Day
- c. Trips to or from any locations other than VAAHS, it's CBOCs or a patient's residence shall be unauthorized unless approved by the COR, the Mobility Manager, or the AOD.
- d. The VAAHS may provide only one day or same day notice of each transport, but the Contractor shall be capable of providing this transportation timely.



- e.** Contractor shall be directly responsible for all work performance specified in the contract.
- f.** Contractor shall be responsible for furnishing all vehicles, personnel, equipment and supplies, vehicle fuel, and uniforms and other items or services necessary for performance of services under this contract.
- g.** Contractor shall comply with any, and all applicable State, local, and Federal Transportation Regulations relating to this kind of service where it shall be provided.
- h.** Contractor shall ensure all employees working under the contract for the VAAAHs undergo a criminal background check and have favorable results (no felonies).
- i.** Contractor shall ensure all Drivers have attained legal age (the age of 21) and shall maintain neat, clean and professional appearance.
- j.** Contractor shall ensure all Drivers have at minimum, one (1) year of experience as a licensed driver and ensure Drivers have a current, valid, State of Michigan or Ohio Driver's License and are medically cleared to operate a motor vehicle.
- k.** Contractor shall provide adequate supervision at all times during which his/her employees are performing services to ensure satisfactory performance in accordance with the terms of the contract.
- l.** Contractor shall ensure all transportation requests come from authorized VAAAHs personnel (VTS Mobility Manager, AOD, or COR). A list of authorized VA personnel will be provided to the Contractor at time of contract award.
- m.** Contractor shall ensure that personal protective equipment (gloves) and spill kits are provided to Drivers to ensure they are adequately prepared to address biological fluids.
- n.** Contractor shall obtain vehicle insurance that meets the State of Michigan, Ohio and Indiana requirements and maintain such insurance and coverage throughout the life of the contract.
- o.** Contractor shall notify the Contracting Officer or the COR immediately of any changes in insurance and shall furnish all copies of new certificates or any terminations issued.
- p.** Contractor shall maintain contact and be available should the Driver need to contact them.
- q.** Contractor shall ensure that all contractor employees with access to VA sensitive information complete VA privacy and information security training.
- r.** Contractor shall maintain records for all drivers showing evidence of completion of all required training and certifications.
- s.** Contractor shall provide copies of licensure, proof of insurance, background checks, and any other requested information in conjunction with this contract at the time of contract award or within three (3) business days of a request.
- t.** Contractor shall allow service dogs to accompany a Veteran in the vehicle.
- u.** The contractor shall confirm the type of transportation (wheelchair van or common carrier) at the time of order.

## **VI. DRIVER REQUIREMENTS**

- a.** VAAAHs reserves the right to restrict any Driver who does not meet requirements of this contract, who violates Federal Regulations, or otherwise is identified as a potential threat to the security or the safety of our Veteran population from working under this contract. The restriction of such Drivers shall not relieve the Contractor from performing all the required services, in accordance with all terms, conditions, and schedules contained herein.

- b.** Drivers shall possess a valid State of Michigan or Ohio license (having passed the State of Michigan or Ohio Road Test).
- c.** Drivers shall demonstrate that they are medically cleared to operate the appropriate motor vehicle safely.
- d.** Drivers shall report/escort passengers to the VTS Desk (Front desk at a CBOC) between 8:00am – 4:30pm or to the AOD office (both located outside of the emergency room) after 4:30pm until 8:00am and on weekends / holidays.
- e.** Drivers shall escort passengers from inside the residence, medical center, clinic, to or from any ward or nursing home facility to the vehicle. Once transported, driver shall escort the patient into the destination. The patient shall be delivered by the driver to an authorized care giver or medical staff at the specified area. Under no circumstances shall a patient be left unattended at any point.
- f.** Patients shall be escorted by the driver to and from the Vehicle, at no time will patients be permitted to push or attend to another patient.
- g.** When a Driver arrives at the VAAHS or its clinic to transport a passenger, the VTS, AOD or front desk will contact the appropriate unit to determine if the passenger is ready.
- h.** All patient travel vouchers for payment shall be signed by the VTP or AOD.
- i.** Driver shall have the trip voucher stamped by the VTP or AOD/Front desk when picking up a passenger for transportation from the VA and when dropping off or delivering a passenger at the VA.
- j.** Driver shall be able to communicate with the passengers with respect and common courtesy (no cursing, swearing or slang), speak clearly, maintain eye contact, and modify communications to accommodate hearing, visual and/or cognitive impairments of passengers.
- k.** Drivers shall assist passengers to fold/unfold and stow wheelchair when appropriate.
- l.** Drivers shall have a company issued picture identification that shall be worn at all times above the waist and in a manner that the picture and the name of the employee are visible.
- m.** Drivers shall comply with the State of Michigan/Ohio laws for seat belt usage and insure that their passengers are compliant at all times. **NOTE:** Should a passenger decline to comply or removes the seat belt himself/herself, the Driver shall notify the BTO (or AOD if after hours) prior to departure or upon arrival at destination. The Contractor is not required to transport any passenger who refuses to comply.
- n.** Drivers shall ensure there is no smoking allowed in the vehicle.
- o.** Drivers shall not use cell phones for personal use while actively transporting VA passengers but may be used to communicate with their dispatch office or VTS.
- p.** Some beneficiaries may require minimal assistance to transfer from a wheelchair or from a standing position into the Contractor's vehicle. Drivers shall provide such assistance.

## **VII. DRIVER TRAINING REQUIREMENTS**

- a.** Drivers shall have successfully completed a Basic First Aid Class once every two (2) years.
- b.** Drivers shall know what to do and whom to call in a medical emergency or in the case of an accident.
- c.** Drivers shall complete four (4) hours of classroom instruction in Defensive Driving and have completed Abuse-Prevention Training.
- d.** Contractor shall ensure that all contractor employees with access to VA sensitive information complete VA privacy and information security training.

- e. Drivers shall complete annual DOT approved wheelchair securement training course and an accredited wheelchair van driver training.

## **VIII. VEHICLE REQUIREMENTS**

- a. VAAHS reserves the right to inspect any vehicle and / or vehicle maintenance documentation. VAAHS reserves the right to restrict the use of vehicles that need repair; or deemed unclean, unsafe, damaged (interior or exterior), and not in compliance with requirements. The restriction of such vehicles shall not relieve the Contractor from performance.
- b. Vehicles shall be five years old or less (based on the date it was originally purchased), be equipped with seatbelts and shoulder harnesses, and maintained in good operating repair in accordance with the manufactures original specifications including being free from physical damage.
- c. Vehicles shall be of a make and model to ensure safe and comfortable transportation of passenger's and ease of entrance and egress depending on the requirement (i.e. conversion van, mid-size 4-door sedan).
- d. Vehicles shall be clean and odor free with a professional appearance that is representative of the services being performed on behalf of the Department of Veterans Affairs.
- e. Vehicles shall be equipped with properly functioning heater and/or air conditioning systems.
- f. Vehicles shall have emergency communication equipment (furnished by the Contractor). Cellular phones and/or two-way radios are acceptable forms of communication equipment.
- g. Vehicles shall be equipped with safety door locks (i.e. child door locks).
- h. Vehicles shall be equipped with basic first aid kits, flashlights, warning triangles, ice scrapers, and blankets, these items shall be secured and stored in the vehicle in a manner that shall not compromise safety.
- i. Each vehicle shall all have preventive maintenance information and/or repair logs. Logs shall be in chronological order, with the latest service action on top. Copies of these logs shall be provided within three (3) business day of a request.

## **IX. START-UP REQUIREMENTS**

- a. The contractor shall be ready to perform in full compliance with all contract requirements within 10 business days of contract start date. The contractor shall submit specific information on vehicles and drivers within 30 days of contract award.

## **X. PASSENGER PICK-UP REQUIREMENTS–SCHEDULED TRIPS**

- a. **NOTE:** Most passengers requiring transportation will reside within a 30-mile radius of the VA Ann Arbor Healthcare System or it's CBOCs. The addresses of passengers will vary daily. The list of passengers will be provided to the Contractor by 4:30 p.m. on the day before pick-up by authorized individuals in the VAAHS VTS. The government will provide the list of passengers to the contractor via one or more of the following methods:
  - i. Primary method: electronic message encrypted using the Public Key Infrastructure (PKI) system or another secure encryption system approved by the Government; OR
  - ii. Secondary methods: telephone or fax.

- b.** The Contractor shall ensure that passengers arrive for their appointments at VAAHS a minimum of 15 minutes prior to the designated appointment time, but no earlier than 30 minutes prior to the designated appointment time.
- c.** The Contractor shall call the Veteran by telephone prior to pick up to confirm the Veteran's availability. If the passenger/care giver/spouse/family member/etc. answers, the Contractor shall confirm the passenger's name and address. The Contractor shall also provide them with the estimated time of arrival (ETA).
- d.** If the Contractor is unable to confirm that the Veteran is available for pick up, they shall not go to the Veteran's home (no charges shall be billed to the VA).
- e.** If the Contractor/Driver is connected to an answering machine or voicemail, the Contractor shall leave a message for the passenger to contact the VTS.
- f.** Contractor/Driver shall call their Dispatcher and inform them of the situation at which time the Contractor/Dispatcher shall contact the VTS/AOD for further instructions.
- g.** If the Veteran confirms availability over the phone, but then refuses transportation after the Contractor has arrived at the Veteran's residence, the Contractor shall immediately notify Beneficiary Travel Office.
- h.** Providing that the Driver and vehicle are following all contract requirements, this situation will be considered a "dry run" due to passenger refusal and the Contractor shall bill for a verified "dry run" at the rate specified in the schedule. The Contractor shall clearly identify all billing for "dry runs" on the invoice.
- i.** If the passenger is not available for pick-up, due to unforeseen circumstances outside the control of the Contractor, the Contractor will be paid the "dry-run" rate specified in the schedule.
- j.** If the patient/passenger declines a ride or requests something other than what is detailed on the pick-up list, the Contractor/Driver shall immediately call their Dispatcher and inform them of the situation. The Dispatcher shall contact the VTS/AOD for further instructions.
- k.** Once the Contractor's Dispatcher has received a determination of if they should proceed, the Contractor's Dispatcher shall immediately call their Driver to let them know what action they should take.

## **XI. RETURN TRIPS**

- a. NOTE:** Many of the passengers that are transported to an appointment will need transportation from the AAVAMC or it's CBOCs back to their residence after their appointment. Each return transportation trip will be ordered by the VTS/ADO as a one-way trip. The schedule of passengers sent to the Contractor will give the Contractor a rough approximation of the return trips that may be necessary.
- b.** The Contractor shall pick up the passenger within 30 minutes of a call from the VTS/AOD.
- c.** During day-tour hours, only passengers/patients who have "checked in" with the VTS will be scheduled for a return ride after their appointment.
- d.** For off-tour hours, only passengers/patients who have "checked in" with the AOD will be scheduled for a return ride after their appointment.
- e.** Passenger/patients who are admitted to the hospital will not be designated as a "Dry Run".

## **XII. ADD ON TRIPS**

- a.** The Contractor shall provide same day “add-on” transportation trips (trips that are not pre-scheduled and are not return trips) when ordered by the designated VAAHS personal. Add-on trips may be one way or round trip, this will be determined at time of call. The contractor shall have adequate resources to provide Add-on trips.
- b.** These “add-on” trips may be required during and/or after normal work hours. Add-on trips will be placed by phone-in, electronically or by fax to the Contractor with the passenger’s name, pick-up location, and time and location of the appointment.
- c.** Contractor shall pick up the passenger within 30 minutes of a call from the VTS or the AOD requesting an add on trip or Contractor shall ensure passengers arrive at the appointment location between 15 and 30 minutes prior to the appointment time.

## **XIII. PASSENGER TRANSPORTATION RESTRICTIONS**

- a.** Only the Driver, the Veteran with or without a working dog and any designated individuals when they have been approved by the VTS or AOD in advance shall ride in a vehicle.
- b.** The Contractor shall transport any designated individuals with the Veteran at no additional cost. There shall be no additional charges for Veterans who have a working dog.
- c.** Such designated individuals may include a beneficiary’s spouse, significant other, designated caregiver or the police.
- d.** The Contractor may seek approval to transport more than one passenger on a single trip on a case by case basis.
- e.** Approval to transport multiple passengers at a time shall be granted by the VTS or AOD.
- f.** The Contractor shall ensure all passengers are comfortable and that all passengers arrive at their designated appointment location 15 to 30 minutes **prior** to the appointment time.
- g.** The Contractor shall not transport VA passengers with any Non-VA customers of the Contractor.

## **XIV. WAIT TIME**

- a.** Normal wait time shall be considered 15 minutes.
- b.** When wait time exceeds 15 minutes (verified by VTS) Contractor will be reimbursed by the wait time rate specified in the schedule.
- c.** Wait time can include time spent waiting both on and off VA premises and either at pick up or drop off when authorized by the VTS.
- d.** The Contractor shall notify the VTS that the Driver (vehicle) is in a waiting status.
- e.** All waiting time charges shall be authorized by the VTS and annotated on the signed trip ticket.

## **XV. REPORTING ACCIDENTS OR PASSENGER INJURIES**

- a.** The Contractor shall report any injury or accident to passengers immediately to the VTS/COR and AOD.
- b.** The Contractor shall be responsible for reporting, in writing, all accidents, slips, falls, and mishaps.
- c.** The Contractor shall submit all injury reports within 24 hours of incident to the VTS/COR and AOD for inclusion into the passenger’s administrative chart.

- d.** If off the premises and passenger needs immediate medical attention, the Driver shall call 911.
- e.** If on the premises, and the passenger needs immediate medical attention, Driver shall contact the AAVAMC or its CBOC staff.

## **XVI. REPORTING COMPLAINTS**

- a.** All complaints received from passengers regarding Contractor's performance shall be documented on a Report of Contact form by the VTS and will be reported to the Contractor for investigation.
- b.** The Contractor's supervisory official shall provide the VTS written results of the investigation and actions taken to resolve the matter. Examples of complaints may include, but not limited to:
  - i.** Any allegation of inappropriate behavior including allegations that Contractor personnel used, profanity, made inappropriate comments, or failed to exhibit caring, compassionate professional customer service in accordance with the VA's mission, vision and values will be documented by the VTS and reported to the Contractor. The investigation's results shall be forwarded to the VTS within five (5) working days of the initial submission or notification of the incident occurring.
  - ii.** Any complaints filed by passengers against Contractor personnel that allege Sexual Harassment, EEO violations or any violations of Federal Laws, rules and regulations as well as smoking will be reported to the Contractor's supervisory official upon notification. The results of the investigation shall be maintained in the strictest confidentiality.
- c.** The government shall provide all reported customer service complaints to the Contractor in writing within 24 hours of receiving the complaint.
- d.** Contractor shall report any misconduct in writing exhibited by the passenger to the VTS within 24 hours. The VTS Supervisor will provide a written response within 72 hours upon receipt of incident to the Contracting Officer.

## **XVII. VEHICLE SECURITY**

- a.** While on the VA grounds, the Contractor shall secure the vehicle when left unattended. If vehicle must be left unattended with the motor running, a second set of keys shall be necessary, so that the vehicle can be securely locked. The Driver shall carry the second set of keys.
- b.** The Contractor shall be authorized to park in designated parking areas located at the AAVAMC or its CBOCs.
- c.** The Contractor shall not park their vehicles in the designated parking area for anything other than picking up passengers.
- d.** Overnight or storage of the Contractor's vehicles on VA property is NOT permitted.

## **XVIII. PRICING (detailed rates in Price/Cost Schedule)**

**a.** The price for transportation shall be calculated as follows:

Base Rate (includes authorized rates defined below)

Add: Mileage Rate (loaded miles traveled, more than 30 miles)

Add: Authorized waiting time

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= Rate per trip

**b.** For all one-way trips ordered under this contract, the Contractor will receive the Base Rate. The Base Rate shall constitute full compensation for one-way trips that do not exceed a thirty (30) mile radius of the VAAAMC, its CBOCs, or the designated pick up point. The Base Rate price includes all costs associated with traveling and pick-up and drop off costs associated with 15 minutes of waiting time at pick up and 15 minutes of waiting time at drop off.

**c.** For one-way trips exceeding a 30-mile radius of the VAAAMC, its CBOCs or the designated pick up point, Contractor shall receive the Base Rate plus a mileage rate for each mile traveled beyond the 30-mile radius.

**d.** When more than one patient is transported (not to include caregiver), Contractor may bill the Base Rate for each patient transported.

**e.** If the trip exceeds beyond the 30-mile radius of the VAAAMC or its CBOCs, Contractor may bill the Base Rate for each patient transported (not to include caregiver), plus calculated mileage only for the longest distance involved in transporting during this trip.

## **XIX. MILEAGE CALCULATION**

**a.** The Contractor shall use bing.com/maps at <http://www.bing.com/maps/> to calculate mileage. Certain circumstances may dictate that the closest distance route is inappropriate. Route exceptions and procedures for determining alternate route shall be as follows:

- i.** Road closed due to weather conditions;
- ii.** Road closed due to construction;
- iii.** Roads not accessible to general public such as through a military base, restricted area etc.;
- iv.** Portions of trip over roads, trails, paths not accessible by car; OR
- v.** Clinical determination by Veteran's VA provider that condition precludes travel by closest distance route (e.g. Veteran cannot travel over "rough roads.").

**b.** When it is determined that one of the above conditions has occurred, the only authorized alternate route associated mileage will be determined by the VA Beneficiary Travel Dashboard which utilizes Bing Maps (alternate tools, i.e., Map Quest, Rand McNally etc... are NOT authorized).

**c.** Documentation and rationale for using an alternate route shall be approved in writing with signature of the VTS or AOD.

**d.** The Contractor shall maintain record of approved alternate route on the approved claim and the reason for the alternative route for audit purposes.



## **XX. BILLING**

- a.** After the end of each month the Contractor shall bundle all trip tickets from that month into a single invoice and submit it monthly in arrears to the VAAHS (individual trip tickets shall accompany the invoice).
- b.** Invoices shall be submitted by the Contractor to the VAAHS no later than 15 days after the end of each month. Failure to correctly submit invoices in the allotted time will result in rejection of the invoice and denial of payment. The contractor will not be allowed to seek payment from the VA or the veterans transported and must incur the cost on its own.
- c.** Each month shall be invoiced separately and have a separate (unique) invoice number.
- d.** Contractor shall submit payment requests in electronic form through Tungsten or its successor system. More information is available at <http://www.fsc.va.gov/einvoice.asp>. VAAHS personnel will certify the accuracy of each invoice before payment is issued.
- e.** The Contractor shall include on **ALL** invoices the following information for each trip billed:
  - i.** Date of transportation;
  - ii.** Passenger's Full Name;
  - iii.** Last 4 of Social Security Number;
  - iv.** Pick up point including Address and Zip Code;
  - v.** Destination / Drop off point including address and Zip Code;
  - vi.** Base Rate (Price/Cost Schedule);
  - vii.** Miles;
  - viii.** Mileage rate, if applicable (Price/Cost Schedule);
  - ix.** Mileage fee, if applicable ((Price/Cost Schedule);
  - x.** Weekend/After Hour rate, if applicable ((Price/Cost Schedule);
  - xi.** Waiting Time, if applicable (Price/Cost Schedule);
  - xii.** Cancellation Fee, if applicable (Price/Cost Schedule);
  - xiii.** Total Price (inclusive of all applicable rates authorized);
  - xiv.** Dry runs; if applicable ((Price/Cost Schedule);
  - xv.** Page totals at bottom of each invoice page; AND
  - xvi.** Name of VA Personnel that authorized trip.

## **XXI. PASSENGER INFORMATION SECURITY**

- a.** Personal passenger information utilized and or maintained by the Contractor, i.e. passenger name and address list, invoices or any other documentation with personal information, shall be disposed of by shredding.
- b.** Shredding should be completed on-site at the contractor's location.
- c.** Should an outside facility perform shredding, the Contractor shall witness the shredding process.
- d.** The Contractor shall manage electronic records received from the Government in accordance with 44 USC chapters 21, 29, 31, and 33; the Freedom of Information Act (5 USC 552); the Privacy Act (5 USC 552a); and 36 CFR parts 1222 and 1228.



**B.2 PRICE/COST SCHEDULE**

<b>SMT Wheelchair (W.C.) Van and Common Carrier (C.C.)</b>					
Year 1 Period of Performance 06/01/2018 - 05/31/2019					
<b>Description of Cost Elements</b>					
CLINS	Description	Estimated Units	Unit of Measure	Cost Per Unit	Extended Cost
0001	C.C Base Rate	950	EA (Trip)		
0002	C. C Mileage rate over 30 Mile Base	30,000	EA (Mile)		
0003	C.C. Wait time billed in .25 hours	70	HR		
0004	C.C. Cancel Fee	70	EA		
0005	W.C. Base Rate	4,240	EA (Trip)		
0006	W.C. Mileage rate over 30 mile Base	120,000	EA (Mile)		
0007	W.C. Cancel Fee	50	EA		
0008	W.C. Wait time billed in .25 hours	150	HR		
<b>Total Estimated Value (YEAR 1)</b>					
Year 2 Period of Performance 06/01/2019 - 05/31/2020					
<b>Description of Cost Elements</b>					
CLINS	Description	Estimated Units	Unit of Measure	Cost Per Unit	Extended Cost
1001	C.C Base Rate	950	EA (Trip)		
1002	C. C Mileage rate over 30 Mile Base	30,000	EA (Mile)		
1003	C.C. Wait time billed in .25 hours	70	HR		
1004	C.C. Cancel Fee	70	EA		
1005	W.C. Base Rate	4,240	EA (Trip)		
1006	W.C. Mileage rate over 30 mile Base	120,000	EA (Mile)		
1007	W.C. Cancel Fee	50	EA		
1008	W.C. Wait time billed in .25 hours	150	HR		
<b>Total Estimated Value (YEAR 2)</b>					

Year 3 Period of Performance 06/01/2020 - 05/31/2021					
Description of Cost Elements					
CLINS	Description	Estimated Units	Unit of Measure	Cost Per Unit	Extended Cost
2001	C.C Base Rate	950	EA (Trip)		
2002	C. C Mileage rate over 30 Mile Base	30,000	EA (Mile)		
2003	C.C. Wait time billed in .25 hours	70	HR		
2004	C.C. Cancel Fee	70	EA		
2005	W.C. Base Rate	4,240	EA (Trip)		
2006	W.C. Mileage rate over 30 mile Base	120,000	EA (Mile)		
2007	W.C. Cancel Fee	50	EA		
2008	W.C. Wait time billed in .25 hours	150	HR		
<b>Total Estimated Value (YEAR 3)</b>					
Year 4 Period of Performance 06/01/2021 - 05/31/2022					
Description of Cost Elements					
CLINS	Description	Estimated Units	Unit of Measure	Cost Per Unit	Extended Cost
3001	C.C Base Rate	950	EA (Trip)		
3002	C. C Mileage rate over 30 Mile Base	30,000	EA (Mile)		
3003	C.C. Wait time billed in .25 hours	70	HR		
3004	C.C. Cancel Fee	70	EA		
3005	W.C. Base Rate	4,240	EA (Trip)		
3006	W.C. Mileage rate over 30 mile Base	120,000	EA (Mile)		
3007	W.C. Cancel Fee	50	EA		
3008	W.C. Wait time billed in .25 hours	150	HR		
<b>Total Estimated Value (YEAR 4)</b>					

Year 5 Period of Performance 06/01/2022 - 05/31/2023					
Description of Cost Elements					
CLINS	Description	Estimated Units	Unit of Measure	Cost Per Unit	Extended Cost
4001	C.C Base Rate	950	EA (Trip)		
4002	C. C Mileage rate over 30 Mile Base	30,000	EA (Mile)		
4003	C.C. Wait time billed in .25 hours	70	HR		
4004	C.C. Cancel Fee	70	EA		
4005	W.C. Base Rate	4,240	EA (Trip)		
4006	W.C. Mileage rate over 30 mile Base	120,000	EA (Mile)		
4007	W.C. Cancel Fee	50	EA		
4008	W.C. Wait time billed in .25 hours	150	HR		
<b>Total Estimated Value (YEAR 5)</b>					
<b>Total Estimated Contract Value (ALL YEARS)</b>					

### B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## 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>

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

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

#### 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 06/01/2018 through 05/31/2023.

(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 \$750,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$1,500,000.00;
- (2) Any order for a combination of items in excess of \$6,000,000.00; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 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 05/31/2023.

(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 30 days.

(End of Clause)

### **C.6 52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)**

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for—

(1) Bodily injury of not less than \$500,000.00 for each person and \$1,000,000.00 for each occurrence; and

(2) Property damage of not less than \$500,000.00 for each accident and \$2,000,000.00 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(End of Clause)

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

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

(End of Clause)

### **C.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

## **C.9 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB.”—

(1) Means a small business concern—

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

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

## **C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause.

Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Michigan and Ohio. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)



## **C.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Clause)

(End of Addendum to 52.212-4)

## **C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)**

(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 (JAN 2018) (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).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

[] (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (47)(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.

[] (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (49) 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).

[] (50) 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).

[] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

Employee Class

31310

01060

Monetary Wage-Fringe Benefits

Multiple – See Attachment I

Multiple – See Attachment I

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

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

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

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

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

☒ (9) 52.222-62, 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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(xix) 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).

(xx) 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.

(xxi) 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)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

See attached:

- Attachment I - Wage Determinations (Includes multiple Determinations as follows: Calhoun County, MI; Genesee County, MI; Jackson County, MI; Fulton, Lucas, Wood Counties, OH; Saginaw County, MI; Washtenaw County, MI; Wayne County, MI)
- Attachment II – GAP Training
- Attachment III – BAA Template
- Attachment IV – Record Management Language
- Attachment V – Information Security Language
- Attachment VI – VOSB Self Performance Worksheet

## 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:

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

#### 1.0 OFFER SUBMISSION

Offerors shall submit their offer via email to Jeremy Boston at [Jeremy.Boston@va.gov](mailto:Jeremy.Boston@va.gov) by 11:00 AM, EST, May 16, 2018. Offers shall be assembled by the following Sections; **each section shall be easily identified.**

##### **Section A - Offer Form (Standard Form 1449)**

Signed and dated, include the North American Industry Classification System (NAICS) code and small business size standard in Block 10. Data Universal Numbering System (DUNS) Number shall be entered in the block with the Offerors name and address.

##### **Section B – Pricing**

Pricing shall be submitted as requested in the Schedule of Services. Total price will be evaluated by the Government. Proposed price should reflect a clear understanding of the requirements, and is consistent with the various elements of the offer.

##### **Section C– Offerors Representations and Certifications**

A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically). An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/).

All Offerors shall be registered and current in the System for Award Management (SAM) database at time of award.

All Offerors **MUST** be a verified Veteran Owned Small Business (VOSB) vendor. To be considered a VOSB, the company must be listed as verified in the vendor information pages in the VIP database, <https://vip.vetbiz.gov> .



**Section D – Quality Control, Safety, and Technical Approach**

Offerors shall submit a quote that addresses all aspects of the Statement of Work (SOW).

The offeror shall identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical quote and detail provided.

The technical quote should be as detailed as necessary to fully explain the proposed methods and rationale; it should reflect a clear understanding of the nature of the work being undertaken. The technical quote shall include information on how the project is to be organized, staffed, and managed.

The offeror shall review and complete Attachments II, V, and VI. Compliance with all attachments is mandatory. Attachment III is a template BAA. Upon award decision a BAA will be drafted and implemented to the Contract upon approval.

The Technical Volume shall not exceed **twenty-five (25) pages in length (minimum 12-point font and no less than ½ inch margins)**. Page limitation includes any drawings, charts, images, etc., and excludes section dividers, table of contents, glossary of terms, cross-referencing indices, and resumes. If more than 25 pages (not counting excluded pages) are submitted, only the first 25 pages will be considered.

**Section E – Past Performance**

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

- Company Name and Address
- Description of Services Performed
- Name, Telephone Number and Email Address of Responsible individuals who have first-hand knowledge of performance relative to similar type of services
- Dates of Contract Performance
- Contract Type (e.g. fixed-price, cost reimbursable) and total contract value

***Failure to submit a complete offer may result in a technically unacceptable determination.***

### 3.0 AWARD BASIS

Note that FAR Subpart 13.5 Simplified Acquisitions Procedures for Certain Commercial Items procedures will be used. The Government will award a firm fixed priced contract to the responsible offeror whose offer, conforming to the requirements in this request for quote, will be most advantageous to the Government, price and other factors considered. A Lowest Price Technically Acceptable award will be made based upon the following factors:

- Quality Control and Safety Programs;
- Technical Capability;
- Past Performance;
- and Price.

If any offer has a section that is determined unacceptable, the offer shall be considered unacceptable.

For evaluation purposes the Government will evaluate offers by adding the total price for all year to the total price for the base requirement. The Government may determine that an offer is unacceptable if the prices on subsequent years are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

### 4.0 TECHNICAL QUESTIONS

Offerors should submit all technical questions regarding this solicitation to the Contract Specialist in writing, via email, to Jeremy Boston at [Jeremy.Boston@va.gov](mailto:Jeremy.Boston@va.gov) on or before 11:00 AM, May 1, 2018.

Email Subject Line for Technical Questions: “Question(s) 36C25018Q0603 Ann Arbor Transportation”

Email Subject Line for Offer Submission: “Offer 36C25018Q0603 Ann Arbor Transportation”  
Telephonic (verbal) questions Will Not be addressed.

All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Quote.

### 5.0 DUE DATES

All offers shall be submitted by **11:00 AM EST, May 16, 2018** via email to Jeremy Boston at [Jeremy.Boston@va.gov](mailto:Jeremy.Boston@va.gov).

Facsimile are not authorized under this announcement.

## **E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

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

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in 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.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

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

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

Christopher Gundy

[Christopher.Gundy@va.gov](mailto:Christopher.Gundy@va.gov)

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office 10 AAHCS  
Lobby M, Suite 2200  
Ann Arbor MI 48105

Mailing Address:

Department of Veterans Affairs

Network Contracting Office 10 AAHCS  
24 Frank Lloyd Wright Drive  
Lobby M, Suite 2200  
Ann Arbor MI 48105

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

(End of Provision)

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

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

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

(End of Addendum to 52.212-1)

## **E.8 ADDENDUM to FAR 52.212-2, BASIS FOR AWARD**

This is a competitive selection in which competing offers will be evaluated based on Lowest Price Technically Acceptable.

The evaluation process shall proceed as follows:

1. Offers will be initially reviewed for compliance all terms and conditions required by the solicitation, to include but not limited, any established socio-economic set-asides, the requirements established within the SOW, Salient characteristics, and/or terms and conditions that establish minimum offer submission requirements. Offers received from firms that do not qualify under any established socio-economic set-aside identified in the solicitation, shall be rejected without review and without notification. Offers that comply with all terms of the solicitation will then move forward to the next step as detailed below. Offers that do not comply with all terms and conditions of this solicitation may be rejected for noncompliance.
2. Next, offers shall be ranked according to price. An offeror's proposed price will be determined by multiplying the quantities identified in the pricing schedule by the proposed unit price for each contract line item to confirm the extended amount for each item. The extended amounts will be added together to determine the total evaluated price.
3. Next, the lowest priced offer shall be evaluated for technical acceptability. Technical acceptability shall be evaluated based on the evaluation criteria established in Section E.1.
4. If the lowest priced offer is determined technically acceptable, that offer represents the best value to the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.
5. If the lowest priced offer is not determined technically acceptable, the next lowest priced offer will be evaluated for technical acceptability and the process will continue in order by price until an offer is judged technically acceptable.

(End of Addendum 52.212-2)

## **E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 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—

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

*Forced or indentured child labor* means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

*Veteran-owned small business concern* means a small business concern—

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

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

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or



more women; and whose management and daily business operations are controlled by one or more women.

*Women-owned small business concern* means a small business concern—

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

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

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

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

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

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic



corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

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

(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)