

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. Individual Orders Fund		PAGE 1 OF 63	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25018Q0768	
						6. SOLICITATION ISSUE DATE 6-25-2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Christopher Gundy		b. TELEPHONE NO. (No Collect Calls) 734-222-7168		8. OFFER DUE DATE/LOCAL TIME 07-06-2018 3:00 PM EST	
9. ISSUED BY Department of Veterans Affairs Veterans Health Administration Network Contracting Office 10 2215 Fuller Road Ann Arbor MI 48105				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621910 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Department of Veterans Affairs VA Ann Arbor Healthcare System 2215 Fuller Road Ann Arbor MI 48105				16. ADMINISTERED BY Department of Veterans Affairs Veterans Health Administration Network Contracting Office 10 2215 Fuller Road Ann Arbor MI 48105			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
				Department of Veterans Affairs Financial Management System PO Box 149971 Austin TX 78714-9971 PHONE: 877-353-9791 FAX: 512-460-5540			
TELEPHONE NO.		DUNS:		DUNS+4:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		The contractor shall provide all Basic Life Support and Advanced Cardiovascular Life Support ambulance services for eligible beneficiaries of the Ann Arbor VA Healthcare System. Questions concerning this solicitation must be submitted by email to the contracting officer at christopher.gundy@va.gov Subject line must read "Technical question - Ann Arbor Ambulance Service". Question must be received by the Contracting Officer no later than 12:00 PM EST, June 28, 2018. See page 43 for Proposal Submission Instructions. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		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: Company Name:_____

 Address:_____

 City/State/Zip:_____

 Point of contact/Position:_____

 POC Phone:_____

 Email:_____

 DUNS NO.:_____

 Tax ID NO.:_____

b. GOVERNMENT: Contracting Officer 36C250

Christopher Gundy

Department of Veterans Affairs

Veterans Health Administration

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 ☒ Monthly

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

Department of Veterans Affairs

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

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

Ambulance Service with Basic Life Support (BLS) and Advanced Cardiovascular Life Support (ACLS/ALS)					
Year 1 July 15, 2018 – July 14, 2019					
Item Number	Description of Services	Estimated Quantity	Unit	Cost Per Unit	Extended Cost
0001	BLS Rate per trip within 25 mile radius of origin of transportation.	700	EA (Trip)	_____	_____
0002	ACLS/ALS Rate per trip within 25 mile radius of origin of transportation.	120	EA (Trip)	_____	_____
0003	Mileage beyond 25 mile radius from start of transportation (trip)	50,000	EA (Mile)	_____	_____
0004	Cancellation Fee	4	EA	_____	_____
0005	Wait time per quarter hour when required	100	EA	_____	_____
				Estimated Total Base Year: _____	

Year Two: July 15, 2019 – July 14, 2020					
Item Number	Description of Services	Estimated Quantity	Unit	Cost Per Unit	Extended Cost
0001	BLS Rate per trip within 25 mile radius of origin of transportation.	700	EA (Trip)	_____	_____
0002	ACLS/ALS Rate per trip within 25 mile radius of origin of transportation.	120	EA (Trip)	_____	_____
0003	Mileage beyond 25 mile radius from start of transportation (trip)	50,000	EA (Mile)	_____	_____
0004	Cancellation Fee	4	EA	_____	_____
0005	Wait time per quarter hour when required	100	EA	_____	_____
Estimated Total Year 2: _____					

Year Three: July 15, 2020 – July 14, 2021					
Item Number	Description of Services	Estimated Quantity	Unit	Cost Per Unit	Extended Cost
0001	BLS Rate per trip within 25 mile radius of origin of transportation.	700	EA (Trip)	_____	_____
0002	ACLS/ALS Rate per trip within 25 mile radius of origin of transportation.	120	EA (Trip)	_____	_____
0003	Mileage beyond 25 mile radius from start of transportation (trip)	50,000	EA (Mile)	_____	_____
0004	Cancellation Fee	4	EA	_____	_____
0005	Wait time per quarter hour when required	100	EA	_____	_____
Estimated Total Year 3: _____					

Year Four: July 15, 2021 – July 14, 2022					
Item Number	Description of Services	Estimated Quantity	Unit	Cost Per Unit	Extended Cost
0001	BLS Rate per trip within 25 mile radius of origin of transportation.	700	EA (Trip)	_____	_____
0002	ACLS/ALS Rate per trip within 25 mile radius of origin of transportation.	120	EA (Trip)	_____	_____
0003	Mileage beyond 25 mile radius from start of transportation (trip)	50,000	EA (Mile)	_____	_____
0004	Cancellation Fee	4	EA	_____	_____
0005	Wait time per quarter hour when required	100	EA	_____	_____
Estimated Total Year 4: _____					

Year Five: July 15, 2022 – July 14, 2023					
Item Number	Description of Services	Estimated Quantity	Unit	Cost Per Unit	Extended Cost
0001	BLS Rate per trip within 25 mile radius of origin of transportation.	700	EA (Trip)	_____	_____
0002	ACLS/ALS Rate per trip within 25 mile radius of origin of transportation.	120	EA (Trip)	_____	_____
0003	Mileage beyond 25 mile radius from start of transportation (trip)	50,000	EA (Mile)	_____	_____
0004	Cancellation Fee	4	EA	_____	_____
0005	Wait time per quarter hour when required	100	EA	_____	_____
Estimated Total Year 5:_____					
Estimated Total Value Five (5) Years: _____					

The guaranteed minimum amount for this contract is \$100,000.00 over the life of the contract. The maximum aggregate value of orders that can be placed under this contract is \$10,000,000.00. The government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum amount.

B.3 STATEMENT OF WORK (SOW)

I. GENERAL DESCRIPTION

- a.** The Contractor shall provide Basic Life Support (BLS) ambulance service and Advanced Cardiovascular Life Support (ACLS/ALS) ambulance service from date of award for one (1) five-year (5) Indefinite-Delivery Indefinite Quantity Contract. This service is for eligible beneficiaries 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.** The Contractor shall perform required services in accordance with the standards of the Commission on Accreditation of Ambulance Services (CAAS) <http://www.caas.org/> and established principles and ethics of the medical profession.
- c.** The contractor shall transact all business, there under, with the Contracting Officer (CO) and/or the Contracting Officer's Representative (COR) or his/her designee, and in no case shall deal directly with or solicit from beneficiaries of VA.
- d.** Indefinite-Delivery Indefinite Quantity Contracts are unfunded. Subsequent Task Orders shall be issued to provide funding for each ordering period.
- e.** Estimated Quantities shall be provided for each annual period. The minimum guaranteed quantities shall be reflected in the Contract Clauses (Section C).
- f.** 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.
- g.** 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. In addition, the contractor shall make available as needed a bariatric cot, which shall be provided to the VA, when requested by the VA.
- h.** Contractor shall notify the COR 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, the Contractor shall be required to sub-contract to other providers to ensure SMT transportation services are provided.
- i.** Should the Contractor sub-contract, the subcontract plan shall be provided to the Contracting Officer IAW Contract Terms.
- j.** 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 an ambulance to a designated pick-up point within the required time frame for 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 that may be subject to default. 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 ambulance(s) upon a specific request of the VA and is unable to provide the additional ambulance(s) 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 *required* ambulance may reflect upon the Contractor's ability to perform under this contract and may constitute sufficient cause for termination of the existing contract.

k. For purposes of clarification, the Contractor shall be responsible for having sufficient BLS/ALS ambulances and qualified personnel to meet the estimated annual requirements of this Medical Center. 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 BLS/ALS ambulances 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. This person is located at the main site of the Ann Arbor VA Medical Center (AAVAMC) and acts as hospital administrator during off-hours.

b. Advanced Cardiovascular Life Support (ACLS): ACLS shall be provided by ambulance vehicles containing, at a minimum, two on-board attendants and shall be staffed in accordance with current Michigan State laws and regulations governing the certification and licensure of private ambulances. Ambulance services shall also include cardiac monitoring, Advanced Cardiovascular Life Support (ACLS) drugs and procedures, advanced airway management and medication monitoring and administration.

c. Base Rate: Base rate is defined as the rate paid for one-way transportation from a designated pick-up point to a designated delivery point. For every trip traveled outside the mileage threshold, Contractor shall be reimbursed at the base rate plus mileage. This rate shall be paid for all authorized one-way trips ordered under this contract action, with employees receiving, at a minimum, the Department of Labor Service Contract Act wage rates (included herein), during all phases of the trip made on behalf of the Government. Attached Service Contract Act wage rate determinations shall be updated each option year when/if new revisions are issued. That Base Rate shall constitute full compensation for one-way trips which do not exceed the "Mileage Threshold".

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 RATE: the rate paid for one-way transportation from a designated pick-up point to a designated delivery point. For every trip traveled outside the mileage threshold, Contractor shall be reimbursed at the base rate plus mileage. This rate shall be paid for all authorized one-way

trips ordered under this contract action, with employees receiving, at a minimum, the Department of Labor Service Contract Act wage rates (included herein), during all phases of the trip made on behalf of the Government. Attached Service Contract Act wage rate determinations shall be updated each option year when/if new revisions are issued. That Base Rate shall constitute full compensation for one-way trips which do not exceed the "Mileage Threshold".

f. Basic Life Support (BLS): BLS is defined as services required for non-critical patient care in which a patient requires an ambulance, staffed in accordance with current Michigan State laws and regulations governing the certification and licensure of private ambulances. This ambulance, at a minimum, shall be staffed with two Emergency Medical Technicians (EMT), and be capable of providing basic airway management.

g. BENEFICIARY: Veterans and other members determined to be eligible for benefits by the VA.

h. Business Hours/Days: Business hours/days are defined as the time of 8:30a.m. to 5:00p.m., Monday through Friday, except Federal holidays. Federal holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, and any other day specifically designated by the President of the United States to be a national holiday. Off Business hours/days are defined as the time of 5:01p.m. to 8:29a.m. Monday through Friday, 5:01pm Friday through 8:29a.m. Monday, and Federal holidays.

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. COMMON CARRIER: Transportation services provided to an eligible beneficiary for the purpose of meeting their medical appointments.

k. 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).

l. 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.

m. 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.

n. Emergency Medical Care Vehicle: Vehicle outfitted out with all personnel, supplies and equipment necessary to furnish BLS or ACLS emergency care to the patient during transport.

o. Emergency ALS/ BLS: Set of clinical interventions for the urgent treatment of cardiac arrest, stroke and other life-threatening medical emergencies, as well as the knowledge and skills to deploy those interventions. These need a response from the contractor in a much lower amount of time than the regular ALS and BLS.

p. Gender: For the purpose of equal rights wherever the masculine gender is used in this solicitation, and the resulting contract, it shall be considered to include both masculine and feminine gender.

- q. Joint Commission (formerly known as JCAHO):** A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.
- r. Lie-Down Transportation:** Transportation of a veteran when it is not anticipated that the patient will require any emergency treatment, but rather safe and secure non-emergent, non-ambulatory transportation.
- s. MILEAGE RATE:** Mileage for ground ambulance services is the rate paid for each mile traveled beyond the specified Mileage Threshold for each applicable medical facility. This rate applies to one-way transportation only. In no event, shall the Contractor receive this rate for miles traveled within the specified Mileage Threshold.
- t. MILEAGE THRESHOLD:** The Mileage threshold for the AAVAMC is a 25-mile radius from the point of pickup for each trip as determined by Rand McNally Standard Mileage Guide and verified by MapQuest.com .
- u. Quality Assurance:** Those actions taken by the Government to assure services meet the requirements of this Contract.
- v. RATES:** Rates are defined as the rate paid for one-way transportation from a designated pick-up point to a designated delivery point. For every trip traveled outside the city limits, Contractor shall be reimbursed at a fixed rate plus an amount for any mileage traveled outside of the mileage threshold. This rate shall be paid for all authorized one-way trips ordered under this contract action with employees receiving, at a minimum, the Department of Labor Service Contract Act wage rates (included herein), during all phases of the trip made on behalf of the Government. Attached Service Contract Act wage rate determinations shall be updated each option year when/if new revisions are issued.
- w. Scheduled Trip(s):** The term “Scheduled Trip” as used in this contract refers to those trips in which the Contractor has been given advance notice of required services and a specific pick-up time. Advance notice is defined as notice given by 4: 30p.m.the prior business day.
- x. Service Hours/Days:** Service shall be provided on a twenty-four hour per day, seven day per week basis.
- y. Sensitive Information:** VA sensitive information is all Department data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information. The term includes information whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance; confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of federal programs.
- z. Specification:** Each ground ambulance used in the performance of this Contract must meet the current specifications of Federal Specification KKK-A-1822F
[\(http://apps.fss.gsa.gov/vehiclestandards/](http://apps.fss.gsa.gov/vehiclestandards/)
- aa. TRAVEL TRIP (TRIP):** One way transportation from a designated pick-up point to a designated delivery point.

bb. Unscheduled Trip(s): The term “Unscheduled Trip” as used in this Contract refers to those trips required on an as needed basis and advance notice is not given.

cc. Universal Precautions: Universal Precautions is an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other blood-borne pathogens.

dd. Unscheduled Trip(s): The term “Unscheduled Trip” as used in this contract refers to those trips required on an as-needed basis and advance notice is not given.

ee. Vehicle(s): The term “Vehicle(s)” as used in this contract refers to ambulance transportation provided under the requirements of this contract.

ff. Waiting Grace Period: The waiting grace period is defined as fifteen (15) minutes prior to the time waiting charges commence. The base rate for ambulance services shall include a fifteen (15) minute waiting grace period at origin and destination

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, Washtenaw County

ii. Jackson Michigan (JCBOC), 4328 Page Ave Michigan Center MI 49254, Jackson County

iii. Flint Michigan (FCBOC), 2360 S Lindon Rd Ste 300, Flint, MI 48532, Genesee County

iv. Toledo Ohio (TCBOC), 1200 S Detroit Ave, Toledo, OH 43614 Lucas County

v. Green Rd Clinic: 2500 Green Rd, Ann Arbor, MI 48105 Washtenaw, County

vi. Packard Rd Clinic: 3800 Packard Rd, Ann Arbor, MI 48108, Washtenaw County

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, Wayne County

d. Saginaw VA Medical Center, 1500 Weiss St, Saginaw, MI 48602, Saginaw County

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.

IV. PERIOD OF PERFORMANCE

a. Estimated Period of Performance

i. Base Year: July 15, 2018 – July 14, 2023

b. The Period of Performance may be adjusted on a sliding scale based on time of award. Timeframes above reflect the earliest possible effective date.

V. RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall be responsible for providing all vehicles and personnel, necessary to meet all ACLS/ ALS and BLS transport requirements of this Contract. The Contractor shall be authorized to utilize another ambulance service company, as a subcontractor (certified to be within all requirements of this Contract) to complete these transportation requests only if prior approval for the subcontractor has been received from the CO. The Government has a business relationship with the Prime Contractor only. Only the Prime Contractor may bill the Government for services. All bills for this subcontractor service will be paid directly to the Prime Contractor at the Contract rate, and the Prime Contractor shall make payment to the subcontractor at their agreed rate. In the event the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the COR and provide a justification for non-performance. The VA reserves the right to re-procure services which cannot be performed by the

Contractor, in accordance with the terms, conditions, and schedule of this Contract. The Contractor is responsible for excess re-procurement costs which may result from the Contractor's inability to perform the required service. Payment of re-procurement costs shall not relieve the Contractor from any other provision in this Contract covering inspection, acceptance and deductions from payment. The VA will be the sole judge in determining when services will be re-procured. The failure of the Contractor to perform services within the required time frames and in accordance with terms and conditions may also provide cause for termination of the Contract for "cause," (see FAR clause 52.212-4(m)).

b. VEHICLE RESPONSE TIME:

The Contractor shall be at AAVAMC or its Community Based Outpatient Clinics within **30 minutes** after notification for an Emergency Advanced Cardiac Life Support/Advanced Life Support Transport (ACLS/ALS) and/or Emergency Basic Life Support Life Support (BLS) vehicle. Exceptions to the 30-minute expectation (i.e., weather emergencies, traffic emergencies, etc.) will be investigated and analyzed, including the identification of corrective actions if applicable. As determined appropriate, Contractor shall take corrective actions to ensure timely response. The Contractor shall respond to all calls immediately for emergency ground ambulance transport service for the AAVA Medical Center. The Ann Arbor VA Medical Center contractor shall provide and respond to all emergency calls in accordance with Federal, State, and Local regulations, governing dispatch of emergency medical (ambulance) vehicles and medical care of on-board Patients, to include the use of sirens and other measures to ensure timely arrival at the designated VA Medical facility.

The Contractor shall be at AAVAMC or its Community Based Outpatient Clinics within **60 minutes** after notification for ground ambulance transport service for a Non-Emergency Advanced Cardiac Life Support/Advanced Life Support (ACLS/ ALS) vehicle and/or Non-Emergency Basic Life Support Vehicle (BLS). Exceptions to this time requirement will be assessed similar to paragraph 1 above.

Response Time Compliance Rate: The Contractor shall maintain, at a minimum, a 95% compliance rate on responses to pick-up or deliver during the Contract year. Failure of the Contractor to perform in accordance with this compliance rating may constitute sufficient cause for termination of the Contract for "cause," (see FAR clause 52.212-4(m)) or other appropriate contractual action.

If the time period for pick-up, stated herein, is physically impossible due to location of Patient, the Contractor shall contact the COR, Veterans Transport Service (VTS), AOD, or AAVAMC ordering office and inform him/her of the anticipated time required for pick-up and delivery of said Patient.

Should the VA determine that immediate transportation is essential to prevent loss of life or serious bodily harm, transportation services may be procured without referral to the ambulance Contractor. However, in these extremely rare cases, no charge shall be levied against the Contractor.

c. BASIC LIFE SUPPORT (BLS): ambulances shall be staffed, at a minimum, with two EMTs. Ambulance shall be on-site within one (1) hour after Contractor receives a request for BLS ambulance. The contractor shall be required to provide a minimum of three BLS ambulances at any given time; however, additional ambulances requested shall be furnished, if available, and at the contract price.

d. ADVANCED CARDIOVASCULAR LIFE SUPPORT (ACLS): ambulance shall be staffed with two attendants. One shall be a Paramedic and the other shall be a Paramedic or Certified Emergency Medical Technicians (EMT) with controlling capabilities for Endotracheal Intubation, IV Therapy, Cardiac Monitoring, Defibrillation, and Drug Therapy. Ambulance shall be on-site

within thirty (30) minutes after Contractor receives a request for ACLS ambulance. The contractor shall be required to provide a minimum of one ACLS ambulance at any given time; however, additional ambulances requested shall be furnished, if available, and at the contract price.

e. Mileage Threshold for Ground Ambulance Services: The Mileage Threshold for the AAVAMC is a 25 mile radius from the designated pick-up point for each trip (i.e., Contractor is required to pick-up Patient at the VA, the Mileage Threshold would be a 25 mile radius from the VA). Charges for travel within this Mileage Threshold shall be inclusive with the base rate. One way mileage for travel beyond the 25 mile Mileage Threshold shall be claimed under the applicable mileage rate.

f. Contractor Reimbursement: Reimbursement for mileage outside the Contract Mileage Threshold of coverage, shall be at the mileage rate stated in the price schedule, and shall be based upon the miles from the pick-up point to the specified destination. Any mileage from the place of business and/or location of vehicle and the pick-up point, or from the delivery destination back to the place of business and/or location of next trip are not considered as a separate item of this reimbursement, but would be expected to be incorporated into the mileage rate that is the Contractor's responsibility as part of the administrative costs (or costs of doing business). Trip mileage under the contract shall be determined by using the internet web site of Bing Maps; Google Maps will be used when Bing Maps is not available. Allowable charges for mileage outside the Contract Mileage Threshold areas of coverage shall not exceed +5% of the current Rand McNally Standard Mileage Guide. Should the VA make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, VA may notify the Contractor to cancel the order. For orders that are cancelled while the Contractor is already in route to the designated pick-up, the Contractor shall be entitled to receive cancellation rate for the trip, as provided in Schedule of Supplies or Services and Prices/Costs. This charge shall not include any mileage charge. If the Contractor fails to meet the time requirements in this Contract, AAVAMC will not be charged for these instances. **Other Charges:** It is understood that the prices listed in the accepted Schedule of Supplies or Services and Prices/Costs shall be inclusive of all ferry, bridge, tunnel or road toll charges. Contractor shall not bill the VA for any such separate charges. If the Contractor's place of business is located beyond the local telephone call zone of the VA, the Contractor agrees to accept telephone orders for service on a collect basis. It is estimated that approximately one hundred (100) orders will be placed by telephone per month.

g. WAITING TIME: For time lost in waiting at either or both ends of a trip, due to causes beyond their control, the Contractor shall be reimbursed at the rate set forth in the Pricing Schedule, for each quarter hour in excess of the first quarter hour from the time the Contractor reports to the designated person. If the pick-up is other than at the VA, the contractor shall call the VTS or AAVAMC ordering office, or Supervisor of Patient Administration Service (contact numbers to be provided at time of award). This call is only for the purpose of verifying arrival time at the pick-up point and is not necessary if the contractor anticipates no delay for which a claim for reimbursement shall be made. Waiting time includes an attendant remaining with the patient at all times.

h. RATES: Rates shall refer to transportation of only one patient per ambulance. Payment for mileage traveled beyond the mileage threshold shall be limited to "one way only" (Mileage shall be reimbursed for one way only, regardless if patient(s) is transported round trip). Such mileage costs shall be paid in addition to the applicable rate per trip. Mileage shall not be paid for trips entirely within the mileage threshold. Trip mileage shall be determined by the latest edition of the Rand McNally Standard Mileage Guide. For purposes of verifying mileage claimed on invoices, www.mapquest.com shall be utilized. Total invoice shall not exceed Medicare/Medicaid maximum amounts.

i. ORDERS: Requests for services shall be made by telephone and subsequently confirmed by Veterans Transportation Program. If the contractor fails to furnish the required services within the time frames established in paragraphs above, the VA reserves the right to obtain the service from

another source and to charge the contractor with any excess cost which may result. The VA shall be the sole judge in determining when to order service from another source. Services shall be primarily to the VA, 2215 Fuller Rd, Ann Arbor, Michigan 48105.

j. Response Time Compliance Rate: The Contractor shall maintain, at a minimum, a 95% compliance rate on responses to pick-up or deliver during the Contract year. Failure of the Contractor to perform in accordance with this compliance rating may constitute sufficient cause for termination of the Contract for "cause," (see FAR clause 52.212-4(m)) or other appropriate contractual action

VI. VEHICLES

a. The ambulances under the terms of this contract shall be licensed and meet the minimum ambulance requirements, as mandated by the State of Michigan, and Federal Specifications KKK-A-1822F, dated July 1, 2007 (copy attached).

The Contractor must have an adequate number of ambulances to meet the requirements of this contract, along with evidence of satisfactory ambulance inspection prior to use under this contract. Ambulances and equipment must be clean, orderly, and in excellent operating condition at all times. Records of maintenance/preventative maintenance must be made available for inspection upon request.

Subject specification applies to Emergency Medical Care Vehicles Only. Subject specifications are mandatory as minimal requirements for such vehicles, but chassis or compartment modifications are permissible when they clearly exceed the minimal specifications.

The basic emergency care vehicle contracted for shall be of the Type I, Type II, or Type III ambulance (See KKK-A-1822F).

If the contractor's facility operates two Type I, Type II, or Type III model vehicles, and one is used for emergency services and the other for lie-down transportation, the equipment meeting the specifications for the emergency medical care vehicle can be transferred, when necessary, (i.e., when down for maintenance), to the lie-down transport vehicle, which then may operate as an ambulance, provided it otherwise meets the specifications of emergency.

All ambulances shall have restraints for securing wheelchairs. All ambulances shall be smoke free and have "No Smoking" signage posted.

b. AMBULANCE MEDICAL EQUIPMENT/SUPPLIES: Each emergency medical care ambulance shall have patient compartment facilities, oxygen, suction systems and equipment, and additional systems equipment, accessories and supplies (See KKK-A-1822F), as well as environmental climatic equipment, and communications equipment.

The Contractor shall provide Ambu-bag and/or respirator for respirator dependent patients who may or may not be prior intubated by tracheostomy or end tracheal tubes and/or respirator for respirator dependent patients who may or may not be prior intubated by tracheostomy or end tracheal tubes. Contractor shall choose respirator or Ambu-bag, as appropriate. However, for trips outside the Ann Arbor city limits, contractor is required to "bag" the patient.

The contractor shall provide blood transfusion monitoring if prior established and shall maintain in-place IV line with appropriate pressure of either a Swan Ganz catheter, Arterial line, or both.

c. The acuity of the patient with any of the above may require a VA provided RN or Physician to accompany the patient in transport from the Medical Center.

d. AUTHORIZED ATTENDANCE BY RELATIVE: An authorized official of the VA may, in the best interest of the beneficiary, allow a relative to accompany a patient at no cost to the VA.

e. GOVERNMENT OWNED EQUIPMENT/SUPPLIES: Any and all equipment and linens taken with patients from VA Medical Center must be returned to the Medical Center. The Contractor must provide its own linens and contractor linens shall not be exchanged with VA linens.

f. UNIVERSAL PRECAUTIONS: Universal Precautions shall be observed at all times during transport of, or waiting with, all VA patients.

g. INSPECTIONS: The contractor's facility and all vehicles intended for use under this contract shall be inspected and approved by a VA Inspection Team prior to start of work under this contract and annually thereafter. The contractor shall make every effort to coordinate availability of vehicles on the date mutually agreed upon for the inspection of the facility and vehicles. The contractor shall be notified in writing of deficiencies found during inspections. Failure to correct deficiencies within the time frame allowed by the Contracting Officer, or to comply with all Federal, State, and local Safety requirements as specified herein, may result in action to terminate the contract for cause.

h. PERSONNEL POLICY: The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide Worker's Compensation, Professional Liability Insurance, Health Examinations, Income Tax Withholdings, and Social Security Payments. The parties agree that such personnel shall not be considered VA employees for any purpose and shall be considered employees of the Contractor.

i. Patient Rights: The Contractor shall respect the patient's beliefs, values and cultural influences. Protection of all patient rights is of highest priority. Patient privacy and confidentiality shall be maintained at all times. The medical record contains information about current Advance Directives, which shall be reviewed and honored by the Contractor. All required documentation shall be fully completed within VA-required timeframes. The Contractor patient care services provided shall be included in VA data collection activities related to patient compliments, complaints and satisfaction. All patient complaints which are unable to be resolved by the Contractor shall be referred to the Patient Representative. The Contractor shall abide by the VA Code of Ethics, which addresses marketing, admission, transfer, referral, discharge processes, and billing issues.

j. Care of Patients: Contract work shall consist of transportation of patients with varying medical needs. Medication control, security and safety shall be maintained at all times. Medications shall only be dispensed, prepared, and administered to patients by appropriately licensed and competent individuals. Verbal, written or electronic communication between any VA/VISN staff and contracted staff shall not be restricted by the Contractor. VA policies and procedures shall prescribe which information (i.e. Advance Directive, allergies, treatment plan, etc.) is to be shared among care settings at time of admission, discharge, referral or transfer. No samples shall be accepted from vendors or given to patients. All care provided shall be based on assessed patient needs. Findings from assessment and reassessment shall be clearly documented in the medical record, which is used by all members of the interdisciplinary care team in care planning and treatment. All required documentation shall be fully completed within VA-required timeframes.

k. PATIENT SAFETY: Patient Safety shall be a primary focus of the Contractor. The Contractor shall comply with all National Patient Safety Goals found at <http://www.jointcommission.org/PatientSafety/NationalPatientSafetyGoals> . Every effort shall be made by the Contractor to prevent medication errors, falls and patient injury caused by acts of commission or omission in the delivery of care. The VA shall inform the Contractor of all applicable Sentinel Events or other patient Safety Alerts received by the VA. For every applicable alert, the Contractor shall take the necessary steps to redesign processes to prevent occurrences, and provide written feedback to the COR describing prevention actions taken. All events related to patient injury, medication error and other breeches of patient safety shall be documented utilizing the Contractor's format, and reported to the COR. The Contractor shall maintain a safe environment at all times and follow all safety and emergency preparedness policies. Compliance with all safety management plans shall be continually demonstrated. The VA shall provide the Contractor with VA Sentinel Event definitions in the start-up phase. The Contractor shall verbally notify the VA COR immediately when a Sentinel Event has occurred, which is to be followed by written notification within three working days. The VA shall determine when a Root Cause Analysis (RCA) is required of the Contractor. The Contractor shall

conduct all RCA's according to VA policy, and within established timeframes. Completed RCA's shall be provided to the VA COR.

l. Environment of Care: The VA shall approve the Contractors Emergency Preparedness Plan prior to the provision of patient care. The Contractor shall conduct annual field and disaster drills. The Contractor shall conduct monthly fire extinguisher inspections and ensure annual maintenance is performed. Routine and recurrent preventive maintenance inspections shall be the responsibility of the contracted ambulance service. All significant problems identified shall be reported verbally to the COR within twenty-four hours. A written corrective plan of action shall be submitted to the COR within five working days. Timeframes and priorities for completion of action plan items shall be mutually agreed upon by the Contractor, the COR, the Contracting Officer and the VA Safety Officer. An annual compliance report addressing preventive maintenance inspections, as well as Safety, Environmental, and Infection Control inspections shall be reported to the COR. Environmental safety shall be the responsibility of the Contractor, who shall provide vehicle upkeep and stocking of the emergency vehicle. Contracted staff shall complete all VA-required Safety education and training, as evidenced by attendance records provided to the COR on an annual basis. The Contracting Officer will provide the Contractor with written instructions describing how Contractor personnel complete the required VA Privacy and Security training online.

m. COMPETENCY ASSESSMENTS: Competency Assessments and annual reviews are required for VA accreditation by The Joint Commission (formerly known as JCAHO) and shall be maintained on site for all Contractor personnel. The Contractor shall submit a copy of the competency assessment standards, a current competency assessment checklist and the most recent competency assessment review for each employee to the COR and Contracting Officer for approval prior to starting work under this contract. The Contractor shall be required to replace any employee who does not meet or exceed the contractors approved competency standards and/or fails to meet or exceed those competency standards under an approved improvement plan.

n. INFECTION CONTROL: Contracted patient care activities shall be integrated into the VA Infection Control program, and contract staff shall adhere to VA Infection control policies and procedures. Any patient who has, or is suspected to have, Tuberculosis (TB) or other infectious diseases requiring airborne precautions, shall be transported by themselves and shall be accompanied by ambulance attendants who are trained, medically screened, and shall have been fit tested with, at minimum, an N95 Respirator. These patients shall be identified due to the fact that they will be under isolation known as airborne precautions.

o. PERFORMANCE IMPROVEMENT: The Contractor shall fully participate in the VA Performance Improvement (PI) program. This shall entail monitoring of clinical processes, patient outcomes and satisfaction, data analysis and collaborative design and operationalization of improvement opportunities. Contractor PI activities may be directed by the VA, VISN or VHA, as well as accreditation or licensing bodies. The Contractor shall abstract, compile, format report, and reporting deadlines shall be defined by the VA. It is noted that PI activities are dynamic and subject to change, as driven by current priorities and resources. In all cases, the Contractor shall continually assess for, and act upon, clinical and administrative improvement opportunities. High priority shall be given by the Contractor to the prevention of risk for the patient. The Contractor shall implement process-related internal controls to prevent risk to the veteran. Monitoring for continuous compliance with The Joint Commission standards shall be directed by VA staff and communicated to the Contractor through the COR. Measures related to contract compliance shall be identified by the COR.

p. QUALITY REQUIREMENTS: The COR shall require the contractor to submit an annual report. The following shall be monitored: number of veterans arresting during transport, number of arresting patients with an Advance Directive, number of veteran arrests where the Advance Directive was honored, use of double identifiers, free-flow protection of IV pumps, routine testing and preventive maintenance of clinical alarms, medication errors, lack of VA ambulance transport form or pertinent medical information, percentage of staff with current driver's license, BLS certification, ACLS certification, competency testing, and VA orientation.

q. QUALITY CONTROL SYSTEM: The Contractor shall implement and maintain a Quality Control (QC) System that results in prevention and/or correction of potential and actual problems throughout contract performance. The QC System shall contain processes for corrective actions without dependence upon Government direction and shall maintain records of all Contractor QC inspections and corrective actions.

r. HIPAA COMPLIANCE, PRIVACY AND CONFIDENTIALITY: Contractor shall comply with to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). A Business Associate Agreement (BAA) is required to be executed by the Contractor and VA prior to commencement of performance under this contract. Please refer to Section D of this solicitation/contract. Contractor shall comply with applicable confidentiality statutes, including 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, and 5 U.S.C. 552a (Privacy Act).

s. REQUIREMENT FOR BACKGROUND SECURITY INVESTIGATIONS: The Contractor is required to comply with all of the provisions of the Privacy Act of 1974, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as all applicable Veterans Health Administration (VHA) regulations, which are available at <http://www.hhs.gov/ocr/privacy> and <http://www1.va.gov/vhapublications>. The Contractor shall insure the confidentiality of all patient and employee information and shall be held liable in the event of a breach of confidentiality according to federal regulations contained in HIPAA. Any person who knowingly or willingly discloses confidential information from the VA may be subject to fines of up to \$50,000.00 and may be subjected to civil litigation from the patient.

Background Investigations: Contractor personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information systems belonging to or being used on behalf of the Department of Veterans Affairs. The Contractor is expected to maintain a Drug-free Work Place in accordance with Federal regulations. The Contractor shall establish and maintain a drug-free workplace program. The administration of this program shall be the responsibility of the contractor, as well as, the establishment of disciplinary actions.

t. INVOICE PROCEDURES: The Contractor shall use an itemized billing format detailing the trip report information and resources furnished when submitting ambulance service invoices. Invoices shall be submitted no later than fifteen calendar days following the end of the month of services and shall include all services provided under the agreement for the preceding month. The Invoices shall specify the VA personnel who placed the order, contract number, purchase order number, patient name and identification number, date of service, place of departure, destination, total mileage and pick-up time. Invoices shall be submitted to the VA's Financial Services Center. Invoices submitted in any other format or to any other VA representative will not be accepted. Any patient identifying information electronically transmitted must be encrypted in order to safeguard said information.

u. TRIP REPORT: The Contractor shall document each VA authorized transport with the following information:

Date

Patient Name

Patient identification number

Pick-up Origin

Time of Pick-up

Destination

Time of Delivery

Mileage

VA staff who placed the order

Any notes regarding issues particular to the specific transport, including recording oxygen, cardiac monitoring, and other services provided (i.e. material items, supplies).

The Contractor shall include a copy of this report with all invoices and also provide the trip documentation form upon request by the VA. Trip reports must be submitted through regular

mail. Trip reports shall not be transmitted via e-mail. These reports shall serve as documentation of the transport and shall be a source document for reconciliation of the Contractor's requests for payment.

The VTS/AAVAMC ordering office or Contracting Officer's Representative (COR), or designee shall be the point of contact for service requests, followed by the Administrative Officer of the Day (AOD). If medical consultation is required, the COR or designee will set up a conference call with the appropriate medical staff.

v. E-MAIL TRANSMISSIONS: Any e-mail transmission from the contractor which includes patient-sensitive information must be transmitted via secured/encrypted e-mail.

w. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS): As prescribed in Federal Acquisition Regulation (FAR) 42.15, the Department of Veterans Affairs evaluates Contractor Past Performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement the VA uses an online database, the Contractor Performance Assessment Reporting System (CPARS). The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

Each contractor whose contract award is estimated to exceed \$150,000 is required to register with the CPARS database at the following web address: <http://www.cpars.gov/>. Help with registering can be obtained by contacting the CPARS Support E-mail webptsmh@navy.mil or by calling (207) 438-1690. Registration shall occur no later than thirty days after contract award, and shall be kept current.

For contracts with a period of one year or less, the contracting officer shall perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer shall evaluate the contractor's performance annually. Interim reports shall be filed each year until the last year of the contract, when the final report shall be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative shall have thirty days to submit any comments and re-assign the report to the VA contracting officer.

VII. CONTRACTOR EMPLOYEES

a. AAVAMC reserves the right to restrict any Contractor employees from performing services under this Contract who do not meet the required qualifications for the services they are to perform, who violate Federal and/or any applicable regulations, or are identified as a potential threat to the security, safety, health and/or operational mission of the VA and its veteran population. The restriction of such Contractor personnel shall not relieve the Contractor from performing all the required services, in accordance with all terms, conditions, and schedules contained herein. The Contractor shall furnish qualified personnel as required by the Contract specifications to accomplish all services under this Contract.

b. The Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S. Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services under this Contract.

c. Contractor personnel performing services to the VA shall at all times conduct themselves in a professional manner, maintain personal hygiene, wear clean, neat uniforms and be identified by having the company name, and employee name affixed to the uniform. The Contractor shall be responsible for furnishing all vehicles, personnel, equipment and supplies, vehicle fuel, uniforms, nametags and/or badges for performance of services under this Contract. Employee

identifications shall be worn in clear view above the waist. Contractor personnel shall not smoke in vehicles while transporting VA Patients.

d. Contractor shall provide an ACLS certified Paramedic when requested. Paramedics or advanced Emergency Medical Technicians do not meet this requirement unless they have received an ACLS certification.

e. Emergency Medical Technicians (EMT) providing emergency services under this contract shall maintain the qualifications listed below: The EMT shall be certified, licensed or otherwise officially recognized by the local, state, or regional government or public entity where the emergency ambulance service is operated or by which it is governed. **The contractor shall provide current copies of BCLS, ACLS or other required training certifications with the submission of their bid.**

f. The EMT shall be enrolled periodically in "refresher" continuing education, or advanced training programs as required by the local or state government entity in which the service is rendered to veterans but in no instance shall this be less frequently than every two years. Such "refresher" training shall be equivalent to that developed by the Department of Transportation, National Highway Safety Administration. Evidence of successful completion for refresher training shall be submitted to the COR upon request.

g. EMTs and paramedics shall be capable of administering oxygen and have successfully completed the Standard and Advanced First Aid Courses of the American Red Cross or U.S. Bureau of Mines, or equivalent. Proof in the form of a current certificate that such first aid training has been successfully completed shall be submitted to the COR upon request. Drivers providing service under this contract shall have a valid ambulance personnel license with a driver designation as required by Federal, State, and local law.

VIII. INSURANCE REQUIREMENTS

a. LIABILITY: Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$1,000,000 shall be required.

b. GENERAL LIABILITY: The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000 per occurrence.

c. AUTOMOBILE LIABILITY: The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

The above referenced insurance coverage minimums are in reference to FAR Clause 52.228-5 listed in Addendum to FAR 52.212-4, and FAR 28.307-2.

Certificates of Insurance shall be received by the Contracting Officer before commencing work under this contract.

d. THE JOINT COMMISSION COMPLIANCE STANDARDS: The Contractor shall continuously meet or exceed all standards of The Joint Commission (formerly known as JCAHO). All applicable VA policies and procedures shall be followed by the Contractor. The patient population treated at the VA Ann Arbor Health Care System, Ann Arbor, Michigan, consists of veterans with varying physical, psychiatric, and psychological needs. Their conditions are, in many cases, directly related to the individual's service to this country. Contract personnel shall provide compassionate care with respect for the special needs of the veteran population served, and show professional courtesy toward the VA support staff as an integrated part of the medical center's mission, vision and values as stated below.

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 52.216-18 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 07/15/2018 through 07/14/2023.

(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.2 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 \$100.00, 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 \$2,000,000.00;

(2) Any order for a combination of items in excess of \$7,000,000.00; 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 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.3 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 07/14/2023.

(End of Clause)

C.4 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 15 days of contract expiration.

(End of Clause)

C.5 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 for each person and for each occurrence; and
- (2) Property damage of not less than for each accident and 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.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

(End of Clause)

C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.8 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.9 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.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	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
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.228-71	INDEMNIFICATION AND INSURANCE	MAR 2018
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008

(End of Addendum to 52.212-4)

C.11 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).

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

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

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

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

☐ (35)(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).

☐ (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).

☒ (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:

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

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

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

Employee Class

12010 Ambulance Driver

Monetary Wage-Fringe Benefits

17.90 + 4.41

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

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

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

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

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

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

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

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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 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 document: Wage Determinations

See attached document: PHI-PII Privacy GAP Training TMS_20939

D.1 RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

Records Management Language for Contracts

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records

may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Federal requirements for including records management in agency electronic information systems

Records management language for contracts

Guidance and resources for integrating records management into electronic information systems

Toolkit for managing electronic records

D.2 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed

by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

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

3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data

used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

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

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

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

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

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

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

5. INTENTIONALLY DELETED

6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

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

(2) Description of the event, including:

(a) date of occurrence;

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

(3) Number of individuals affected or potentially affected;

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

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

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

8. INTENTIONALLY DELETED

9. TRAINING

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

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

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

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

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

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

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 INSTRUCTIONS FOR PROPOSAL SUBMISSION

OFFERORS SHALL INCLUDE THE FOLLOWING INFORMATION IN THEIR PROPOSALS TO RECEIVE FULL CONSIDERATION FOR AWARD:

1. Offer Form (Standard Form 1449) – Fill in and sign Block 30a, and also provide acknowledgement of any solicitation amendments.
2. Pricing – Proposed pricing shall be submitted on the Schedule of Services. Each proposal must include an offer to provide all basic services/supplies required and be in compliant with Wage Determination for the appropriate county.

All requests for information/questions must be submitted via email to Christopher.gundy@va.gov and received by the contracting officer, no later than the date and time specified in Block 20 of the SF1449.

All offers must be submitted in electronic format to the Contracting Officer, by the date and time specified in Block 8 of the SF 1449, via email to christopher.gundy@va.gov. All offers must be viewable using Microsoft Office products or Adobe Reader. **Hard copy offers or offers submitted by fax will not be accepted.**

1. Technical Capability - Offerors shall provide the following information/documentation in order to demonstrate their Technical Capability to perform the tasks required in the Statement of Work (SOW):

a) The contractor shall provide evidence that they are capable of meeting all performance requirements of the SOW. The proposal will be evaluated on all requirements of the Statement of Work, and must address the following:

- 1) Capability to meet requirements for BLS and ACLS/ALS care.
- 2) Capability to meet emergency medical transportation needs to include capability of responding to emergency response calls as outlined in the SOW.
- 3) The numbers of emergency medical licensed personnel on staff and ambulance vehicles the contractor would use to perform the contract.

b) The contractor shall provide proof of insurance on contractor owned ambulances.

Evidence of Technical Capability shall be provided and labelled as “Exhibit A – Technical Capability.”

2. Evidence of Successful Past Performance

- Identify any federal, state and local government contracts as well as any private/commercial contracts of similar scope, size, and complexity for ambulance services that are ongoing or were completed within the past two years. Include the following information for each contract:
 - o Company Name and address;
 - o Types of services performed;
 - o Dates of contract performance and;
 - o Total contract value
 - o Customer Satisfaction scores or ratings

Evidence of Past Performance shall be provided and labelled as “Exhibit B – Past Performance.”

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

Christopher Gundy

Contracting Officer
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

VA Ann Arbor Healthcare System
Network Contracting Office 10
2215 Fuller Road
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.5 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.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.7 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/>

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (End of Addendum to 52.212-1)	JUL 2016

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Technical
Past Performance
Price

All non-priced factors, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

E.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:

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being

paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [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)