PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

83

36C26218R0723

07-11-2018

Monica Griffin

562-766-2232

08-13-2018

03:00 PM PDT

00262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

X

100

X

492110

1500 Employees

X

N/A

X

Department of Veterans Affairs

VISN 22 Healthcare Facilities

00262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

Department of Veterans Affairs

Financial Services Center

www.tungsten-network.com

Courier Services for VISN 22 Healthcare Facilities.

This procurement is set aside for Service Disabled Veteran

Owned Small Businesses only.

X

X

1

Monica Griffin

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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:

b. GOVERNMENT: Monica Griffin, Contracting Officer 36C262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive, Suite 600

Long Beach CA 90815

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

|  |  |
| --- | --- |
| [X] | 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 [X] Net 30

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 Services Center

www.tungsten-network.com

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

|  |  |
| --- | --- |
| AMENDMENT NO | DATE |
|  |  |
|  |  |
|  |  |

## B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011). Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist inassessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## B.3 SCHEDULE OF SERVICES AND PRICE

This is an indefinite delivery, indefinite quantity, (IDIQ) fixed-price contract. Prices in this schedule represent an all-inclusive rate including labor, incidental costs, overhead, supervision, transportation costs, communication devices, vehicles, gasoline and insurance premium payments for applicable insurance coverage and supplies at no additional cost to the Government. Costs not incorporated into the contractor’s price will not be reimbursed by the Government.

The guaranteed minimum amount for this contract is $1,000.00. The maximum aggregate value of the order that can be placed under this contract is $6,00,000.00. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum amount.

The previous option year pricing will apply to any extension pursuant to FAR 52.217-8.

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES LABORATORY SERVICE DEPARTMENT AND COMMUNITY BASED OUTPATIENT CENTERS

|  |  |  |  |
| --- | --- | --- | --- |
| **BASE YEAR: October 1, 2018 – SEPTEMBER 30, 2019** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **0001-Lab** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **0002-Lab** | Courier Runs– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR I: October 1, 2019 – SEPTEMBER 30, 2020** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **1001-Lab** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1002-Lab** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES LABORATORY SERVICE DEPARTMENT AND COMMUNITY BASED OUTPATIENT CENTERS

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR II: October 1, 2020 – SEPTEMBER 30, 2021** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **2001-Lab** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **2002-Lab** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES, PRESCOTT, LABORATORY SERVICE AND COMMUNITY BASED OUTPATIENT CENTERS

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR III: October 1, 2021 – SEPTEMBER 30, 2022** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **3001-Lab** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3002-Lab** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES, PRESCOTT, LABORATORY SERVICE AND COMMUNITY BASED OUTPATIENT CENTERS

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR IV: October 1, 2022 – SEPTEMBER 30, 2023** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **4001-Lab** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **4002-Lab** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### 

### 

### VA LONG BEACH HEALTHCARE SYSTEM STERILE PROCESSING SERVICE AND PROCESSING DEPARTMENT (LBSPS)

|  |  |  |  |
| --- | --- | --- | --- |
| **BASE YEAR: October 1, 2018 – SEPTEMBER 30, 2019** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **0001-LBSPS** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **0002-LBSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR I: October 1, 2019 – SEPTEMBER 30, 2020** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **1001-LBSPS** | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1002-LBSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### VA LONG BEACH HEALTHCARE SYSTEM STERILE PROCESSING SERVICE AND PROCESSING DEPARTMENT (LBSPS)

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR II: October 1, 2020 – SEPTEMBER 30, 2021** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **2001-LBSPS** | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **2002-LBSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR III: October 1, 2021 – SEPTEMBER 30, 2022** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **3001-LBSPS** | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3002-LBSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR IV: October 1, 2022 – SEPTEMBER 30, 2023** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **4001-LBSPS** | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **4002-LBSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 62 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### 

### VA SAN DIEGO HEALTHCARE SYSTEM STERILE PROCESSING SERVICE AND PROCESSING DEPARTMENT (SDSPS)

|  |  |  |  |
| --- | --- | --- | --- |
| **BASE YEAR: October 1, 2018 – SEPTEMBER 30, 2019** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **0001-SDSPS** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **0002-SDSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR I: October 1, 2019 – SEPTEMBER 30, 2020** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **1001-SDSPS** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1002-SDSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR II: October 1, 2020 – SEPTEMBER 30, 2021** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **2001-SDSPS** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **2002-SDSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### 

### VA SAN DIEGO HEALTHCARE SYSTEM STERILE PROCESSING SERVICE AND PROCESSING DEPARTMENT (SDSPS)

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR III: October 1, 2021 – SEPTEMBER 30, 2022** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **3001-SDSPS** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3002-SDSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR IV: October 1, 2022 – SEPTEMBER 30, 2023** | | | |
| **ITEM NUMBER** | **DESCRIPTION OF SUPPLIES/SERVICES** | **UNIT** | **UNIT PRICE** |
|
| **4001-SDSPS** | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **4002-SDSPS** | Courier Runs Base Rate– Charge Per Mile Beyond 20 Mile Radius from Pickup | EA | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## B.4 DESCRIPTION OF SERVICES/STATEMENT OF WORK

1. **GENERAL INFORMATION:**

The contractor shall courier transportation of specimens and other items for the Veterans Integrated Service Network 22 (VISN 22) Healthcare Facilities and Community Outpatient Clinics Lab and Sterile Processing Service (SPS) Departments listed in the Price Schedule.

1. **FACILITIES LOCATIONS:**

|  |  |
| --- | --- |
| 1. VA Greater Los Angeles Healthcare System (VAGLAHS)   11301 Wilshire Blvd. B500/RM 1224  Los Angeles, CA 90073 | VA Long Beach Healthcare System (VALBHS)  5901 East 7th St.  Long Beach, CA 90822 |
|  |  |
| VA San Diego Healthcare System (VASDHS)  3550 La Jolla Village Dr.  San Diego, CA 92161 | VA Loma Linda Healthcare System (VALLHS)  11202 Benton St.  Loma Linda, CA 92357 |
|  |  |
| VA Northern Arizona Healthcare System (VANAHS)  500 Hwy 89N  Prescott, AZ 86313 | VA Phoenix Healthcare System (VAPHS)  650 E. Indian School Rd.  Phoenix, AZ 85012 |
|  |  |
| VA Southern Arizona Healthcare System (VASAHS)  3601 A. 6th Ave.  Tucson, AZ 85723 | Sepulveda Ambulatory Care Clinic (SACC)  16111 Plummer St.  North Hills, CA 91343 |
|  |  |
| Los Angeles Ambulatory Care Clinic (LAAC)  351 E. Temple St.  Los Angeles, CA 90012 | Bakersfield Community Based Outpatient Clinic  1801 Westwind Dr.  Bakersfield, CA 93301 |
|  |  |
| Anaheim Community Based Outpatient Clinic  2569 Woodland Dr.  Anaheim, CA 92801 | Santa Ana Community Based Outpatient Clinic  1506 Brookhollow Dr.  Santa Ana, CA 92705 |
|  |  |
| San Luis Obispo Community Based Outpatient Clinic  1288 Morro Street  San Luis Obispo, CA 93401 | Lancaster Community Based Outpatient Clinic  340 E. Avenue  Lancaster, CA 93535 |
|  |  |
| Santa Barbara Community Based Outpatient Clinic  4440 Calle Real  Santa Barbara, CA 93110 | Santa Maria Community Based Outpatient Clinic  1550 E. Main Street  Santa Maria, CA 93454 |
|  |  |

|  |  |
| --- | --- |
| East Los Angeles Community Based Outpatient Clinic  5426 E. Olympic Blvd.  Commerce, CA 90022 | Oxnard Community Based Outpatient Clinic  1690 Universe Circle  Oxnard, CA 93033 |
|  |  |
| Long Beach Memorial Hospital  2801 Atlantic Ave.  Long Beach, CA 90806 | Gardena Community Based Outpatient Clinic  1149 W. 190th St.  Gardena, CA 90248 |
|  |  |
| Santa Fe Springs Community Based Outpatient Clinic  10330 Pioneer Blvd.  Santa Fe Springs, CA 90670 | Department of Public Health  2525 Grand Ave. Room 260  Long Beach, CA 90815 |
|  |  |
| Veterans Village of Recovery at Cabrillo  2090 River Ave.  Long Beach, CA 90810 | VA Cabrillo Community Based Outpatient Clinic  2001 River Ave.  Long Beach, CA90810 |
|  |  |
| Oceanside Community Based Outpatient Clinic  1300 Rancho Del Oro Rd.  Oceanside, CA 92058 | Murrieta Cabrillo Community Based Outpatient Clinic  28078 Baxter Rd.  Murrieta, CA 92563 |
|  |  |
| Mission Valley Community Based Outpatient Clinic  8810 Rio San Diego Dr.  San Diego, CA 92108 | Escondido Community Based Outpatient Clinic  815 E. Pennsylvania Ave.  Escondido, CA 92083 |
|  |  |
| Aspire Center  2121 San Diego Ave.  San Diego, CA 92110 | El Centro Community Based Outpatient Clinic  1115 South 4th St.  El Centro, CA 92243 |
|  |  |
| University of Southern California San Diego  9500 Gilman Dr.  La Jolla, CA 92093 | Chula Vista Community Based Outpatient Clinic  865 3rd Ave.  Chula Vista, CA 91910 |
|  |  |
| University of California Los Angeles Lab Department  10833 Le Conte Ave.  Los Angeles, CA 90065 | Sorrento Valley Community Based Outpatient Clinic  10455 Sorrento Valley Rd.  San Diego, CA 92121 |
|  |  |
| East Campus Office Building (ECOB), Dept. of Pathology  9444 Medical Center Dr.  La Jolla, CA 92037 |  |
|  |  |

Courier runs between these facilities, smaller clinics and other institutions will be required daily.

1. **LAB COURIER RUNS/APPROXIMATE FREQUENCY:**

The Lab shall prepare the items for pick-up and delivery for each location. There shall be no restriction on the number of coolers/carriers to be picked up for any given run. Contractor shall include unlimited amounts of specimens/items (i.e. coolers/carries) for pick-up and delivery for all courier transportation runs. Below are approximate runs for each location.

The Lab transportation of specimens shall not be transported with surgical instruments.

|  |  |  |  |
| --- | --- | --- | --- |
| **From:** | **To:** | **Est. Frequency** | **Dept.** |
|  |  |  |  |
| Sepulveda Ambulatory Care Clinic (SACC)  16111 Plummer St.  North Hills, CA 91343  \*to pick-up dry ice & carrying case  Monday-Thursday  Pick-up: 7:30am | Bakersfield CBOC  1801 Westwind Dr.  Bakersfield, CA 93301  \*specimen pickup and return  Monday-Thursday  Delivery: 11:00am | 208 runs/year | Lab |
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| Bakersfield CBOC  1801 Westwind Dr.  Bakersfield, CA 93301  \*specimen pickup and return  Monday-Thursday  Pick-up: 11:00am | Sepulveda Ambulatory Care Clinic (SACC)  16111 Plummer St.  North Hills, CA 91343  Monday-Friday  Delivery: 1:30pm | 208runs/year | Lab |
|  |  |  |  |
| Bakersfield CBOC  1801 Westwind Dr.  Bakersfield, CA 93301  \*specimen pickup and return  Monday-Friday  Pick-up: 3:30pm-4:00pm | Sepulveda Ambulatory Care Clinic (SACC)  16111 Plummer St.  North Hills, CA 91343  Monday-Friday  Delivery: 5:30-6:30pm | 265 runs/year | Lab |
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| Los Angeles Ambulatory Care Clinic  351 E. Temple St.  Los Angeles, CA 90012  Pick-up: 4:15pm  Monday-Friday | VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Delivery: 5:30pm  Monday-Friday | 260 runs/year | Lab |
|  |  |  |  |
| VAGLAHS  11301 Wilshire Blvd.  B500/RM 1224  Los Angeles, CA 90073  Pick-up 8:00am  Monday through Friday | VALBHS  5901 East 7th St.  Long Beach, CA 90822  Bldg. 126 Room W231V  Monday through Friday  Arrive by 9:30 am  Roundtrip (GLA-LB-GLA) | 260 runs/year | Lab |
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| VALBHS  5901 East 7th St.  Long Beach, CA 90822  Monday through Friday  Bldg. 126 Room W231V  Pick-up by 9:30 am | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Arrive by 11:30 am  Monday through Friday  (Part of round trip: GLA-LB-SD-LB-GLA) | 260 runs/year | Lab |
|  |  |  |  |
| VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Courier turns around and picks up by 11:30am  Monday through Friday | VALBHS  5901 East 7th St.  Long Beach, CA 90822  Bldg. 126, Room W231V  Monday through Friday  Arrive by 1:30pm  (Part of round trip: GLA-LB-SD-LB-GLA) | 260 runs/year | Lab |
| VALBHS  5901 East 7th St.  Long Beach, CA 90822  Bldg. 126, Room W231V  Monday through Friday  Courier returning from VASDHS picks up by 1:30pm | VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Delivery: 5:30 pm  Days/Week: Monday-Friday, round trip (GLA-LB-SD-LB-GLA)  (Part round trip: GLA-LB-SD-LB-GLA) | 260 runs/year | Lab |
|  |  |  |  |
| VALLHS  11202 Benton St.  Loma Linda, CA 92357  Pick-up by 7:00am  Monday through Friday | VALBHS  5901 East 7th St.  Long Beach, CA 90822  Bldg. 126, Room W231V  The courier shall arrive by 8:45am  Monday through Friday | 260 runs/year | Lab |
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| VALBHS  5901 East 7th St.  Long Beach, CA 90822  Bldg. 126, Room W231V  Monday through Friday | VALLHS  11202 Benton St.  Loma Linda, CA 92357  Monday through Friday | As Needed | Lab |
|  |  |  |  |
| Lancaster CBOC  340 E. Avenue  Lancaster, CA 93535  Monday- Friday  Time to be determined (TBD) | SAAC  16111 Plummer Street  North Hills, CA 91343  Monday- Friday  Pick-Up: Time: 1:30pm-2:00pm | 260 runs/year | Lab |
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| VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Pick-up Arrive @ 7:00am  Monday-Friday | SAAC  16111 Plummer St.  North Hills, CA 91343  Arrive by 8:00am  Monday-Friday | 260 runs/year | Lab |
|  |  |  |  |
| SAAC  16111 Plummer St.  North Hills, CA 91343  Arrive by 8:00am  Monday-Friday | VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Arrive by 10:00am  Monday-Friday | 260 runs/year | Lab |
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| VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Arrive by 10:00am  Monday-Friday | LAACC  351 E. Temple St.  Los Angeles, CA 90012  Arrive by 11:00am  Monday-Friday | 260 runs/year | Lab |
|  |  |  |  |
| San Luis Obispo CBOC  1288 Morro Street  San Luis Obispo, CA 93401  Start Time: 11:30am-12:30pm | Santa Maria CBOC  1550 E. Main Street  Santa Maria, CA 93454  Arrive by: 12:30pm-1:30pm | 260 runs/year | Lab |
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| Santa Maria CBOC  1550 E. Main Street  Santa Maria, CA 93454  Monday-Friday  Time to be determined (TBD) | Santa Barbara CBOC  4440 Calle Real  Santa Barbara, CA 93110  Arrival by: 2:00pm-3:00pm  Monday-Friday | 260 runs/year | Lab |
|  |  |  |  |
| Santa Barbara CBOC  4440 Calle Real  Santa Barbara, CA 93110  Arrival by: 2:00pm-3:00pm  Monday-Friday | Oxnard CBOC  1690 Universe Circle  Oxnard, CA 93033  Arrival by: 3:00pm-4:00pm  Monday-Friday | 260 runs/year | Lab |
|  |  |  |  |
| Oxnard CBOC  1690 Universe Circle  Oxnard, CA 93033  Arrival by: 3:00pm-4:00pm  Monday-Friday | SAAC  16111 Plummer Street  North Hills, CA 91343  Monday-Friday  Time to be determined (TBD) | 260 runs/year | Lab |
|  |  |  |  |
| SAAC  16111 Plummer Street  North Hills, CA 91343  Monday-Friday  Time to be determined (TBD) | Final Stop: VA West Los Angeles  11301 Wilshire Blvd.  Los Angeles, CA 90073  Monday-Friday  Time to be determined (TBD) | 260 runs/year | Lab |
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| East Los Angeles CBOC  5426 E. Olympic Blvd.,  Commerce, CA 90022  Time: 12:30pm-1:00pm  Monday-Friday | Gardena CBOC  1149 W. 190th Street  Gardena, CA 90248  Time: 1:30pm-2:00pm  Monday-Friday | 260 runs/year | Lab |
|  |  |  |  |
| Gardena CBOC  1149 W. 190th Street  Gardena, CA 90248  Monday-Friday  Time: 1:30pm-2:00pm | VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Monday-Friday  Time to be determined (TBD) | 260 runs/year | Lab |
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| VALBHS  5901 East 7th St.  Bldg. 126, Room W231V  Long Beach, CA 90822  Arrive from GLAHS to pick up specimens by: 9:00am-9:30am  Monday -Friday | VAGLAHS  11301 Wilshire Blvd.  B500/Rm1224  Los Angeles, CA 90073  Arrive by: 11:00am- 11:30am  Monday-Friday  (Round trip: GLA-LB-GLA) | 260 runs/year | Lab |
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| Santa Ana CBOC  1506 Brookhollow Dr.  Santa Ana, CA 92705  Arrive @ 11:00am  Monday-Friday | Anaheim CBOC  2569 Woodland Dr.  Anaheim, CA 92801  Arrive @ 11:30am Monday-Friday  Arrive from Santa Ana CBOC & pick-up @ 11:30am Monday-Friday | 260 runs/year | Lab |
|  |  |  |  |
| Anaheim CBOC  2569 Woodland Dr.  Anaheim, CA 92801  Monday-Friday  Pick-up @ 11:30 Monday-Friday | VALBHS  5901 East 7th St.  Bldg. 126, Room E-237  Long Beach, CA 90822  Arrive by 12:00pm  Monday-Friday | 260 runs/year | Lab |
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| Santa Ana CBOC  1506 Brookhollow Dr.  Santa Ana, CA 92705  Arrive and Pick-up @ 3:30pm | Anaheim CBOC  2569 Woodland Dr.  Anaheim, CA 92801  Arrive @ 4:00pm  Monday-Friday | 260 runs/year | Lab |
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| Anaheim CBOC  2569 Woodland Dr.  Anaheim, CA 92801  Arrive @ 4:00pm  Monday-Friday | VALBHS  5901 East 7th St.  Bldg. 126, Room E-237  Long Beach, CA 90822  Arrive @ 4:30pm  Monday-Friday | 260 runs/year | Lab |
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| Santa Ana CBOC  1506 Brookhollow Dr.  Santa Ana, CA 92705  Pick-up: as needed includes Saturdays | Anaheim CBOC  2569 Woodland Dr.  Anaheim, CA 92801  Arrive from Santa Ana CBOC & pick-up. As needed to include Saturday | 24 runs/year | Lab |
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| Anaheim CBOC  2569 Woodland Dr.  Anaheim, CA 92801  Pick-up as needed includes Saturdays  Time to be determined (TBD) | VALBHS  5901 East 7th St.  Bldg. 126, Room E-237  Long Beach, CA 90822  Arrive from Santa Ana / Anaheim CBOC. As needed includes Saturdays | 24 runs/year | Lab |
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| Long Beach Memorial Hospital  2801 Atlantic Ave.  Long Beach, CA 90806  Monday-Friday  Time to be determined (TBD) | VALBHS  5901 East 7th St.  Bldg. 126, Room E-237  Long Beach, CA 90822  Days/Week: As needed, may require midnight runs as well | 24 runs/Year | Lab |
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| VALBHS  5901 East 7th St.  Long Beach, CA 90822  Bldg. 126, Room W231V & E252  Time to be determined (TBD) | Dept. of Public Health  2525 Grand Avenue  Room 260  Long Beach, CA 90815  Days/Week: As needed | 24 runs/year | Lab |
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| Santa Fe Springs  10330 Pioneer Blvd  Santa Fe Springs, CA 90670  Monday-Friday  Pick-up @ ll:00 am | VALBHS  5901 East 7th St.  Long Beach, CA 90822  Monday -Friday  Pick-up 1: 12:00 noon | 260 runs/year | Lab |
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| Santa Fe Springs CBOC  10330 Pioneer Blvd  Santa Fe Springs, CA 90670  Pick-up @ 3:30 PM  Monday-Friday | VALBHS  5901 East 7th St.  Bldg. 126, Room E-237  Long Beach, CA 90822  Arrive @ 4 pm  Monday -Friday | 260 runs/year | Lab |
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| Cabrillo CBOC  2001 River Ave.  Long Beach, CA 90810  Arrive @ 1:30pm  Monday-Friday | Veterans Village of Recovery at Cabrillo  2090 River Ave.  Long Beach, CA 90810  Monday-Friday  Arrive from Cabrillo CBOC (across the street) and pick-up @ 2pm. | 260 runs/year | Lab |
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| Veterans Village of Recovery at Cabrillo  2090 River Ave.  Long Beach, CA 90810  Monday-Friday  Time to be determined (TBD) | VALBHS  5901 East 7th St.  Long Beach, CA 90822  Arrive by 2:00pm- 3:00pm  Monday-Friday | 260 runs/year | Lab |
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| Murrieta Community Based OPC  28078 Baxter Rd.  Murrieta, CA 92563  Time to be determined (TBD) | VALLHS  11202 Benton St.  Loma Linda, CA 92357  Days/Week: 2x daily, Mon-Thurs.  Pick-up 1: 12:00pm  Pick-up 2: 4:00pm  Days/Week: 1x on Friday  Pick-up: 12:00pm. | 208 runs/year-first run  52 runs/year-second run | Lab |
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| Oceanside CBOC  1300 Rancho Del Oro Rd.  Oceanside, CA 92058  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: Mon – Friday  Pick-up: 3:00pm-3:30pm | 265 runs/year | Lab |
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| Escondido CBOC  815 E. Pennsylvania Ave.  Escondido, CA 92083  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: Monday-Friday  Pick-up: 3:00pm-3:30pm  Delivery: 5:30pm | 265 runs/year | Lab |
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| Mission Valley CBOC  8810 Rio San Diego Dr.  San Diego, CA 92108  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: Monday - Friday  Pick-up: 5:00pm-5:30pm  Delivery: 6:00pm | 265 runs/year | Lab |
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| El Centro CBOC  1115 South 4th St.  El Centro, CA 92243  To pick up dry ice  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  On an as needed basis, Mon-Fri,  Pick up 4:15-4:30pm  Delivery: 530pm | 265 runs/year | Lab |
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| El Centro  1115 South 4th St.  El Centro, CA 92243  To pick up dry ice  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: Monday- Friday  Pick-up: 3:30p-4:00p  Delivery: 7:00pm | 265 runs/year | Lab |
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| Aspire Center  2121 San Diego Ave.  San Diego, CA 92110  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: As needed | 40 runs/year | Lab |
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| Chula Vista CBOC  865 3rd Ave.  Chula Vista, CA 91910  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: Monday- Friday  Pick-up: 3:30pm-4:00pm  Delivery: 5:00pm | 265 runs/year | Lab |
|  |  |  |  |
| VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Time to be determined (TBD) | UCSD  9500 Gilman Dr.  La Jolla, CA 92093  Days/Week: As needed  Time to be determined (TBD) | 40 runs/year | Lab |
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| Sorrento Valley Clinic  10455 Sorrento Valley Rd.  San Diego, CA 92121  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: Monday-Friday  Pick-up: 3:45pm-4:00pm  Delivery: 5:00pm | 240 runs/year | Lab |
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| VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Time to be determined (TBD) | VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Days/Week: As needed, to include possible nights (7:00pm), weekends and holiday deliveries. One way. | 10 runs/year | Lab |
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| VAGLAHS  11301 Wilshire Blvd.  Los Angeles, CA 90073  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: As needed, one way, 4-6 hours after dispatch. | 28 runs/year | Lab |
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| VALBHS  5901 E. 7th St.  Bldg. 126, Room W231V  Long Beach, CA 90822  Time to be determined (TBD) | VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Days/Week: As needed, one way, 4-6 hours after dispatch. | 24 runs/year | Lab |
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| VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Time to be determined (TBD) | UCLA Lab Dept.  10833 Le Conte Ave.  Los Angeles, CA 90065  Days/Week: As needed, one-way.  Time to be determined (TBD) | 12 runs/year | Lab |
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| VASDHS  3350 La Jolla Village Dr.  San Diego, CA 92161  Main hospital. 1st floor west wing. Clinical Lab. Specimen Processing RM 1248  Time to be determined (TBD) | East Campus Office Building (ECOB), Dept. of Pathology  9444 Medical Center Dr.  La Jolla, CA 92037  D Time to be determined (TBD)ays/Week: As needed | 12 runs/year | Lab |

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| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | Anthem Clinic  3618 W. Arthur Way  Anthem, AZ 85086  Days/Week: Mon – Friday  Pick-up: Between 11:00am-2:00pm  Drop-off: No later than 6:00pm | 260 runs/year | Lab |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | Cottonwood Clinic  501 Willard Street  Cottonwood, AZ 86326  Days/Week: Monday-Friday  Pick-up: Between 11:00am-2:00pm  Delivery: No later than 6:00pm | 260 runs/year | Lab |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | Flagstaff Clinic  1300 W. University  Flagstaff, AZ 86001  Days/Week: Monday - Friday  Pick-up: Between 11:00am-2:00pm  Drop-off: No later than 6:00pm | 260 runs/year | Lab |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | Holbrook Telehealth Clinic  33 West Vista Drive  Hollbrook, AZ 86025  Monday & Wednesday  Pick-up: Between 11:00am-2:00pm  Drop-off: No later than 6:00pm | 104 runs/year | Lab |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | Kingman Clinic  2668 Hualapai Mountain Rd.  Kingman, AZ 86401  Days/Week: Monday- Friday  Pick-up: Between 11:00am-2:00pm  Drop-off: No later than 6:00pm | 260 runs/year | Lab |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | Lake Havasu Clinic  2035 Mesquite  Lake Havasu AZ, 96403  Days/Week: Monday-Friday  Pick-up: Between 11:00am-2:00pm  Drop-off: No later than 6:00pm | 260 runs/year | Lab |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | Page Z Clinic  801-B Navajo Dr.  Page, AZ 86040  Days/Week: Monday & Wednesday  Pick-up: Between 11:00am-2:00pm  Drop-off: No later than 9:00pm | 104 runs/year | Lab |
|  |  |  |  |
| PVAHCS  Carl T. Hayden VA Medical Center  650 E. Indian Rd.,  Phoenix, AZ 85012  Time to be determined (TBD) | NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Days/Week: Monday – Friday excluding Federal Holidays  Pick-up: 6:00am  Delivery: 8:00am | 365 runs/year | Lab |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | PVAHCS  Carl T. Hayden VA Medical Center  650 E. Indian Rd.,  Phoenix, AZ 85012  Days/Week: Sunday – Saturday (including Federal Holidays)  Pick-up: 8:00am  Delivery: 10:00am | 365 runs/year | Lab |
|  |  |  |  |
| PVAHCS  Carl T. Hayden VA Medical Center  650 E. Indian Rd.,  Phoenix, AZ 85012  Time to be determined (TBD) | SAVAHCS  3601 S. 6th Ave  Tucson AZ 85723  Days/Week: Monday-Friday excluding Federal Holidays  Pick-up: 10:00am  Delivery: 12:00pm | 242 runs/year | Lab |
|  |  |  |  |
| SAVAHCS  3601 S. 6th Ave  Tucson AZ 85723  Time to be determined (TBD) | PVAHCS  Carl T. Hayden VA Medical Center  650 E. Indian Rd.  Phoenix, AZ 85012  Days/Week: Monday-Friday excluding Federal Holidays  Pick-up: 12:00pm  Delivery: 2:00pm | 242 runs/year |  |
|  |  |  |  |
| NAVAHCS  Clinical Laboratory  B107, Room 107  500 N. Highway 89  Prescott, AZ 86313  Time to be determined (TBD) | PVAHCS  Carl T. Hayden VA Medical Center  650 E. Indian Rd.,  Phoenix, AZ 85012  Days/Week: Sunday-Saturday (including Federal Holidays)  Pick-up: Between 8pm-9pm  Drop-off: No later than 10pm-11pm | 365 runs/year | Lab |

1. **SUPPLY PROCESSING AND STERILIZATION COURIER RUNS/APPROXIMATE FREQUENCY:**

SPS shall prepare the items for pick-up and delivery for each location. Contractor shall include unlimited amounts of surgical items (i.e. carries) for pick-up and delivery for all courier transportation runs. Below are approximate runs for each location. Time for delivery/pic-up are estimates and can fluctuate based on the facility’s requirements.

SPS transportation of surgical instruments shall not be transported with specimens

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| **From:** | **To:** | **Est. Frequency** | **Dept.** |
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| Oceanside CBOC  1300 Rancho Del Oro Drive  Oceanside, CA 92056  Days/Weeks: Monday-Friday  Pick-up Time: 5PM | VASDHS  3350 La Jolla Village Drive  Room #B191-K San Diego, CA 92161  (park at West Dock, deliver inside)  Time to be determined | 251 runs/year | SPS |
|  |  |  |  |
| Mission Valley CBOC  8810 Rio San Diego Drive  San Diego, CA 92108  Delivery Site: VASDHS  Days/Week: Monday-Friday  Pick-up Time: 5PM | VASDHS  3350 La Jolla Village Drive  Room #B191-K San Diego, CA 92161  (park at West Dock, deliver inside)  Time to be determined | 251 runs/year | SPS |
|  |  |  |  |
| Chula Vista CBOC  865 3rd Ave. Suite 133  Chula Vista, CA 91910  Days/Week: M, T, W, F, Pick- up Time: 4:30PM | VASDHS  3350 La Jolla Village Drive  Room #B191-K San Diego, CA 92161  (park at West Dock, deliver inside)  Time to be determined | 251 runs/year | SPS |
|  |  |  |  |
| Sorrento Valley CBOC  10455 Sorrento Valley Road  San Diego, CA 92121   Days/Week: Monday: 2nd, 3rd, 4th, 5th                Tuesday: 1st, 3rd, 5th               Wednesday: 1st, 3rd, 4th, 5th                Thursday: NOT REQUIRED                Friday: 4th, 5th  Pick-up Time: 4PM | VASDHS  3350 La Jolla Village Drive  Room #B191-K San Diego, CA 92161  (park at West Dock, deliver inside)  Time to be determined | 251 runs/year | SPS |
|  |  |  |  |
| VALBHS  5901 East 7th Street  Bldg. 126 Rm:710  Long Beach, CA 90822  Monday through Friday  07:00 am through 4:30pm | VALLHS  11201 Benton St.  Rm: 1C18/1C26  Loma Linda, CA 92357  Time to be determined (TBD) | 112 runs/year | SPS |
|  |  |  |  |
| VALLHS  11201 Benton St.  Rm: 1C18/1C26  Loma Linda, CA 92357  07:00 am through 4:30pm | VALBHS  5901 East 7th St.  Bldg. 126 Rm:710  Long Beach, CA 90822  Time to be determined (TBD) | 112 runs/year | SPS |

1. **SPECIFICATIONS:**
2. The Contractor shall transport the following: (1) Specimens (i.e. fluids, urine, stool, blood, etc.) which shall be packaged by the VA Healthcare System; (2) and Surgical Items.
3. The Contractor shall provide equipment (i.e. carts) to pick-up/deliver the items to each location at no additional cost to the Government.
4. **DRIVERS SPECIFICATIONS/QUALIFICATIONS OF PERSONNEL:**
5. All drivers shall maintain a valid driver’s license in the State of CA (for VA Southern CA healthcare facilities location) and/or a State of Arizona driver’s license (for VA Arizona healthcare facilities locations).
6. All drivers shall be twenty-one (21) years of age or older.
7. The Contractor shall maintain a driving record for each driver performing the duties as a courier and shall be available at the Contracting Officer upon request for the duration of the contract.
8. The Contractor is required to notify the Contracting Officer Representative (COR) of any unusual events that impede him from making pick-ups and deliveries as required by the contract. A written report of the event shall be delivered to the COR by close of business the next working day.
9. Drivers shall not make any stops, for any reason, during the transport of items under this contract.
10. Under no circumstances shall any person other than the driver ride in a vehicle or handle items being transported.
11. The Contractor and his/her personnel shall read, write, speak and understand English.
12. **NON-ROUTINE CALLS/EMERGENCY/STAT CALLS:**

Non-schedule routes/emergency calls are included in this contract. All sites may utilize this service as necessary. Emergency or STAT calls require the contractor to facilitate the pick-up with one hour of receiving the request. Non-Routine runs must be picked up within two hours of receiving the request. The contractor shall be available to provide courier services in accordance with each facility’s requirements.

1. **SAFETY:**

The contractor is responsible for the safe transportation of all items to their destination. The contractor shall insure that all drivers are trained and have received instructions in the proper handling of specimens and other items to transported under this contract. This shall include instructions on procedures to follow in the event of leaks, spills, or breakage of packaging for the lab specimen.

1. **VEHICLES:**
2. Vehicles used in the performance of this contract shall have registered licensed and meet all vehicle requirements as mandated by the State of California (for CA healthcare facilities) and Arizona (for AZ healthcare facilities).
3. Contractor shall ensure that vehicles have updated maintenance documents and documents are available per the manufacture’s specifications. The Government shall not provide maintenance on any vehicle.
4. **SERVICE CALLS:**

Contractor’s shall provide in the spaces below; name, location, and telephone number of where service calls are to be placed:

|  |  |
| --- | --- |
| Name: |  |
| Telephone Number: |  |
| Email Address: |  |

Additionally, the telephone number of an additional responsible officials from the Contractor shall be entered below:

|  |  |
| --- | --- |
| Name: |  |
| Telephone Number: |  |
| Email Address: |  |

The contractor shall respond to calls for requests for service and shall ensure that one of these officials is available to respond to calls seven (7) days a week, twenty-four (24) hours a day, including weekends and national holidays.

1. **CONTRACTOR POINT OF CONTACT FOR CONTRACT ADMINISTRATION:**

Contractor shall provide a point of contact for all contract administration.

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Telephone Number: |  |
| Email Address: |  |

1. **CONTRACTOR PERSONNEL:**
2. PERSONNEL ACCEPTENCE: The Government reserves the right to accept or reject the contractor’s staff for the rendering of services. In the event the Government determines that a contractor staff member may no longer perform services under the contract, the contractor shall immediately remove and replace the staff member with another staff member that meets the qualifications required under the contract. The cost of removing and replacing staff members shall be borne solely by the contractor and there shall be no additional cost charged to the Government. The contractor is not relieved of any of its duties under this contract wile securing the services of a replacement staff member. Complaints concerning a contractor’s personnel performance or conduct shall be dealt with by the Contractor, and COR with the final decision regarding whether replacement is necessary being made by the Contracting Officer.
3. PERSONNEL ASSIGNMENTS: It is the responsibility of the Contractor to determine and assign the appropriate quantity and type of personnel to provide courier services however, the Government reserves the right to accept or reject the personnel. The contractor shall also specify and outline how many vehicles and drivers for each facility requirements.
4. The Contractor’s personnel shall use appropriate language when providing courier services. Obscene language is not permitted and all individuals are expected to be courteous to Government staff, patients, and visitors.
5. The Contractor’s personnel shall be dressed professionally, and neat in appearance. Shoes (no flip flops) and shirts must be worn at all times.
6. The parties agree that the contract personnel working under this contract **shall not** be considered Department of Veteran Affairs employees for any purpose and are employees of the contractor.

**13. INSURANCE REQUIREMENTS:**

The Contractor shall provide Worker’s compensation, Employer’s Liability and General Liability Insurance in accordance with the laws of the State of California (CA healthcare facilities) and Arizona (for AZ healthcare facilities). The Contractor shall provide income tax withholding Social Security payments for their employees.

1. **VEHICLE INSURANCE:**

In accordance with Federal Acquisition Regulation (FAR) 52.228-10 Vehicular and General Public Liability Insurance, the Contractor shall ensure every vehicle/driver is ensure per State and federal guidelines. The Government shall not be responsible for accidents/incidents to provide services of this contract.

1. **QUALITY ASSURANCE:**

The contractor shall provide a written quality control program that ensures courier services are performed in accordance with the statement of work within fifteen (15) days of contract award. The Quality Assurance Plan shall include:

1. Procedures to track, identify prevent, remedy and ensure non-recurrence of defective services.
2. Provide a method to accept and resolve customer complaints and notify the customer of the resolution
3. Provide a contingency plan in the event when staff is out.

**16. REPORTING/DOCUMENTATION:**

1. The Contractor must maintain a record and log of daily courier pick-ups and deliveries indicating time and date of pick-up, delivery, number of specimens and items per facility and per department. In additional all pick-up and drop-offs will require a signature of acceptance from VA personnel.
2. In the event that specimens or any item that is transported containers become lost or broken, the contractor is required to submit a written report to the COR within twenty-four (24) hours explaining the circumstances. Failure to provide the report with the specific time frame shall cause further review by the Government to determine if the infraction warrants suspension/termination of the contract.

**17. CONFIDENTIALITY:**

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

**18. CHANGES:**

* 1. The Contractor is advised that only the Contracting Officer has the authority to make changes which affect the contract in terms of quality, quantity, price or delivery.
  2. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

**19. BADGES AND PARKING:**

1. All contractor personnel shall wear identification (I. D.) badges issued by the VA Healthcare Facility’s Police Station during the entire time they are on the VISN 22 Healthcare Facility’s grounds.
2. It is the responsibility of the contractor’s personnel to park in the appropriate designated parking areas. Parking information is available from each healthcare facility police station. VISN 22 Healthcare Facilities shall not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.
3. **OVERTIME RATE:**

The contract price includes all of the services described in the Statement of Work. The Contractor shall not invoice, nor be paid for any additional costs the contractor incurs associated with overtime or holiday or weekend emergency call back services under this contract.

1. **HOURS OF OPERATION:**

The hours of operation vary from facility to facility, but many pick-up and delivery locations are open 24/7, or have extended business hours. As such, courier runs shall not be restricted to an 8:00am-4:30pm, Monday-Friday schedule. In some cases, night, weekend and holiday runs will be required. Specific times are required for multiple deliveries as defined in the statement of work.

1. **NATIONAL HOLIDAYS OBSERVED BY THE FEDERAL GOVERNMENT:**

If a holiday falls on Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by U.S. Government Agencies. Also, included would be any day specifically declared by the President of the United States as a National Holidays.

|  |  |
| --- | --- |
| New Year’s Day | 1 January |
| Martin Luther King’s Birthday | Third Monday in January |
| President’s Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | 11 November |
| Thanksgiving Day | 4th Thursday in November |
| Christmas Day | 25 December |

# SECTION C - CONTRACT CLAUSES

## C.1 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:

[X] (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).

[X] (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.)

[X] (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).

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

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

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

[] (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.

[X] (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.

[X] (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)).

[X] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (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)).

[X] (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[] (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

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

[X] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (50) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

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

[X] (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 | Monetary Wage-Fringe Benefits |
| See Wage Rate for each County |  |

[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)

## C.2 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | DEC 2011 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 852.228-71 | INDEMNIFICATION AND INSURANCE | MAR 2018 |

## C.3 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 October 1, 2018 through September 30, 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.4 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 1000, 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 6,000,000;

(2) Any order for a combination of items in excess of 6,000,000; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 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.5 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 March 31, 2024.

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, six (6) months.

(End of Clause)

## C.8 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "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).

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

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

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

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

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

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

(End of Clause)

## C.9 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 25,000 for each person and 25,000 for each occurrence; and

(2) Property damage of not less than 25,000 for each accident and 25,000 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.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## C.11 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.12 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

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

(1) Means a small business concern:

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

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

## C.13 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.14 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 California and Arizona. 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.15 MANDATORY WRITTEN DISCLOSURES

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

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Price Schedule, Business Associate Agreement. and Wage Rate

See attached document: Wage Rate Riverside Loma Linda 2018.

See attached document: Wage Rate Los Angeles 2018.

See attached document: Wage Rate San Diego 2018.

See attached document: WAGE DETERMINATIONS UNDER Phoenix tuscon.

See attached document: Wage Rate Pima County.

See attached document: Wage Rate Prescott 2018.

## D.1 PRICE AND COST WORKSHEET

The following estimated quantities provided for the base and each option year. Contractors shall complete this section and submit with the offers in addition to completing Section B.3, SCHEDULE OF SERVICES AND PRICE.

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES HEALTHCARE SYSTEM LABORATORY SERVICE DEPARTMENT AND COMMUNITY BASED OUTPATIENT CENTERS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BASE YEAR: October 1, 2018 – SEPTEMBER 30, 2019** | | | | | |
| ITEM # | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 0001-Lab | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 30000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 0001-Lab | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 10000 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | BASE YEAR ESTIMATED TOTAL | $ | | | |

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| --- | --- | --- | --- | --- | --- | --- |
| **OPTION YEAR I: October 1, 2019 – SEPTEMBER 30, 2020** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 1001-Lab | | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 30000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1001-Lab | | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 10000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR I ESTIMATED TOTAL | | $ | | | |

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES HEALTHCARE SYSTEM LABORATORY SERVICE DEPARTMENT AND COMMUNITY BASED OUTPATIENT CENTERS

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| **OPTION YEAR II: October 1, 2020 – SEPTEMBER 30, 2021** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 2001-Lab | | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 30000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2001-Lab | | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 10000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR II ESTIMATED TOTAL | | $ | | | |

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES, PHOENIX, and TUSCON HEALTHCARE SYSTEM LABORATORY SERVICE AND COMMUNITY BASED OUTPATIENT CENTERS

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| **OPTION YEAR III: October 1, 2021 – SEPTEMBER 30, 2022** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 3001-Lab | | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 60000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3001-Lab | | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 20000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR III ESTIMATED TOTAL | | $ | | | |

### VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES, PHOENIX, and TUSCON HEALTHCARE SYSTEM LABORATORY SERVICE AND COMMUNITY BASED OUTPATIENT CENTERS

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| --- | --- | --- | --- | --- | --- | --- |
| **OPTION YEAR IV: October 1, 2022 – SEPTEMBER 30, 2023** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 4001-Lab | | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 60000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4001-Lab | | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 20000 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR IV ESTIMATED TOTAL | | $ | | | |

### VA LONG BEACH HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT (VALBSPS)

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| --- | --- | --- | --- | --- | --- |
| **BASE YEAR: October 1, 2018 – SEPTEMBER 30, 2019** | | | | | |
| ITEM # | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 0001-LBSPS | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | 250 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 0001-LBSPS | Courier Runs Base Rate – Beyond 62 Mile Radius from Pickup | 15 | TRIP | $\_\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | BASE YEAR ESTIMATED TOTAL | $ | | | |

### VA LONG BEACH HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT

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| **OPTION YEAR I: October 1, 2019 – SEPTEMBER 30, 2020** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 1001-LBSPS | | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | 250 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1001-LBSPS | | Courier Runs Base Rate – Beyond 62 Mile Radius from Pickup | 15 | TRIP | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR I ESTIMATED TOTAL | | $ | | | |

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| **OPTION YEAR II: October 1, 2020 – SEPTEMBER 30, 2021** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 2001-LBSPS | | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | 250 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 20001-LBSPS | | Courier Runs Base Rate – Beyond 62 Mile Radius from Pickup | 15 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR II ESTIMATED TOTAL | | $ | | | |

### VA LONG BEACH HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT

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| **OPTION YEAR III: October 1, 2020 – SEPTEMBER 30, 2021** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 3001-LBSPS | | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | 250 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3001-LBSPS | | Courier Runs Base Rate – Beyond 62 Mile Radius from Pickup | 15 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR III ESTIMATED TOTAL | | $ | | | |

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| --- | --- | --- | --- | --- | --- | --- |
| **OPTION YEAR IV: October 1, 2021 – SEPTEMBER 30, 2022** | | | | | | |
| ITEM # | | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 4001-LBSPS | | Courier Runs Base Rate – Within 62 Mile Radius from Pickup | 250 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4001-LBSPS | | Courier Runs Base Rate – Beyond 62 Mile Radius from Pickup | 15 | TRIP | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR IV ESTIMATED TOTAL | | $ | | | |

### VA SAN DIEGO HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT (SDSPS)

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| --- | --- | --- | --- | --- | --- |
| **BASE YEAR: October 1, 2018 – SEPTEMBER 30, 2019** | | | | | |
| ITEM # | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 0001-SDSPS | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 1100 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 0001-SDSPS | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 100 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | BASE YEAR ESTIMATED TOTAL | $ | | | |

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| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR I: October 1, 2019 – SEPTEMBER 30, 2020** | | | | | |
| ITEM # | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 1001-SDSPS | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 1100 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1001-SDSPS | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 100 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR I ESTIMATED TOTAL | $ | | | |

### VA SAN DIEGO HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT

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| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR II: October 1, 2020 – SEPTEMBER 30, 2021** | | | | | |
| ITEM # | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 2001-SDSPS | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 1100 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2001-SDSPS | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 100 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR II ESTIMATED TOTAL | $ | | | |

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| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR III: October 1, 2021 – SEPTEMBER 30, 2022** | | | | | |
| ITEM # | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 3001-SDSPS | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 1100 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3001-SDSPS | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 100 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR III ESTIMATED TOTAL | $ | | | |

### VA SAN DIEGO HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT

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| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR IV: October 1, 2022 – SEPTEMBER 30, 2023** | | | | | |
| ITEM # | DESCRIPTION OF SUPPLIES/SERVICES | EST  QTY | UNIT | UNIT PRICE | AMOUNT |
| 4001-SDSPS | Courier Runs Base Rate – Within 20 Mile Radius from Pickup | 1100 | TRIP | $\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4001-SDSPS | Courier Runs – Charge Per Mile Beyond 20 Mile Radius from Pickup | 100 | TRIP | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OPTION YEAR IV ESTIMATED TOTAL | $ | | | |

|  |  |
| --- | --- |
| VA LONG BEACH, LOMA LINDA, SAN DIEGO, GREATER LOS ANGELES HEALTHCARE SYSTEM LABORATORY SERVICE DEPARTMENT AND COMMUNITY BASED OUTPATIENT CENTERS AGGREGATE TOTAL | Base Year $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year I $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year II $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year III $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year IV $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| VA LONG BEACH HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT AGGREGATE TOTAL | Base Year $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year I $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year II $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year III $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year IV $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| VA SAN DIEGO HEALTHCARE SYSTEM STERILE PROCESSING SERVICE DEPARTMENT AGGREGATE TOTAL | Base Year $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year I $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year II $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year III $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Option Year IV $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## D.2 BUSINESS ASSOCIATE AGREEMENT

## BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, VISN 22 Healthcare Facilities, AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) VISN 22 Healthcare Facilities and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide courier services to, for, or on behalf of VISN 22 Healthcare Facilities.

In order for to provide such services, VISN 22 Healthcare Facilities will disclose PHI to and will use or disclose PHI in accordance with this Agreement.

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

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

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to VISN 22 Healthcare Facilities.

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

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

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

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

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

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

(1) As required by law or to carry out its legal responsibilities;

(2) For the proper management and administration of Business Associate; or

(3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The written report shall be addressed to:

the Privacy Officer and submitted by email to and to the VHA Health Information Access Office, Business Associate Program Manager at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **Department of Veterans Affairs**  **Veterans Health Administration**  **VISN 22 Healthcare Facilities** |  |  |
| **By:** |  | **By:** |
| **Name**: |  | **Name:** |
| **Title**: |  | **Title:** |
| **Date:** |  | **Date:** |

# SECTION E - SOLICITATION PROVISIONS

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

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier*. (Applies to all offers exceeding $10,000, and offers of $10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](file:///\\DSI-KB2\KBA_Work\KBs\Dev7\GENTRAC\Segments\www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](file:///\\DSI-KB2\KBA_Work\KBs\Dev7\GENTRAC\Segments\www.sam.gov) for establishing the unique entity identifier.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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.2 NOTIFICATIONS TO OFFERORS

**ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)**

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

1. **GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS**
   1. Period of Acceptance of Offers. The Offeror agrees to hold prices in its offer firm for a period of one-hundred-twenty (120) calendar days from the date specified for the receipt of offers.
   2. **Submitting your proposal:** Proposals are **due** on **Monday, August 13, 2018 at 3:00 PM PDT** Submit your company’s proposal by responding to this RFP via **email only** to Monica Griffin, Contracting Officer at [monica.griffin@va.gov](mailto:monica.griffin@va.gov). All proposals/attachments in response to this RFP shall be in Adobe or Microsoft Office Word Format. **It is the offeror’s responsibility to confirm that all required documents are included and received by the solicitation due date.**
   3. **Inquiry or questions:** All questions must be submitted and received by **3:00 pm PST on Wednesday, July 18, 2018** via email at [monica.griffin@va.gov](mailto:monica.griffin@va.gov). Telephone inquiries will **not** be accepted. An amendment will be posted to answer questions on/about July 23, 2018.
2. **REQUIREMENTS FOR SUBMITTAL:** The following sub-sections are the requirements to be submitted by the offeror.
   * 1. Offeror must provide a cover sheet to include the following:
     2. Solicitation No. 36C26218R0723
     3. Company’s name, address, point-of-contact, phone number, email address
     4. DUNS number
     5. Offeror must complete and provide each of the following:
     6. Page 1 - SF1449, block 30(a), 30(b) and 30(c).
     7. Page 3 - Section B.1(1)(a) Contract Administration Data and subsection (5) Acknowledge

of Amendments. Amendments – SF 30, if any, block 15A, 15B and 15C.

* + 1. Offerors shall complete and submit the Price Schedule in section B.3, and the Price Worksheet at section D.1.
    2. Complete and sign the Business Associate Agreement.
    3. **Proof of compliance with the Limitations on Sub-Contracting.** Offerors shall provide the following:

Narrative that identifies your intended sub-contractors

The value of each sub-contract

The services that each sub-contractor will provide

Socio-economic status of the sub-contractor (e.g. large, small, VOSB, SDVOSB)

1. **Offerors shall be registered and verified as a Service Disabled Veteran Owned Small Business in** [www.vetbiz.gov](http://www.vetbiz.gov) **at the time of proposal submission.**
2. **Special Standards of Responsibility – Experience Transporting Medical Specimens and Surgical Instruments.** This special standard of responsibility shall be used to determine the offeror’s specialized experience transporting medical specimens and surgical instruments. The offeror shall provide evidence of specialized experience transporting medical specimens and surgical instruments. Specifically, the offeror shall provide a narrative summary (no more than two (2) pages describing their experience transporting medical specimens and surgical instruments and provide one (1) to two (2) references to support this experience.
3. **Price Evaluation**. Prices shall be evaluated for each healthcare system. The lowest priced offeror for each healthcare system shall be awarded an IDIQ contract if they meet the general and special standards of responsibility. Pricing will be evaluated using the price worksheets included in section D.

(End of Addendum to 52.212-1)

## E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) Basis for Award. The Government will award a contract resulting from this solicitation to the responsible offeror (s) whose offer conforming to the solicitation offers the lowest price for each healthcare system and that price is found to be reasonable. After making selection to the lowest price offeror, for each healthcare system, the Contracting Officer will determine if the selected offeror is responsible. In addition to the General Standard of Responsibility found in FAR 9.104-1 and in accordance with FAR 9.104-2, the following special standards of responsibility applies to this procurement:

Special Standard of Responsibility-Specialized Experience. This special standard of responsibility shall be used to determine the offeror’s specialized experience transporting medical specimens and surgical instruments.

(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.4 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 (FAPIIS) 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](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

(End of Addendum to 52.212-1)

## E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## E.6 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

## E.7 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:

Monica Griffin

Contracting Officer

Hand-Carried and Mailing Address:

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive, Suite 600

Long Beach CA 90815

Email address:

Monica.griffin@va.gov

(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.8 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.9 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)

## E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

## E.11 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Other End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) \_\_ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [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](mailto:CISADA106@state.gov).

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

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

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

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