

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 77	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C24519Q0499	
6. SOLICITATION ISSUE DATE 09-04-2019		7. FOR SOLICITATION INFORMATION CALL: a. NAME Ryan Mullins		b. TELEPHONE NO. (No Collect Calls) 304-623-3461 x 4177		8. OFFER DUE DATE/LOCAL TIME 09-20-2019 1300 EDT	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 5 Contracting Office (90C) 1 Med Center DR Clarksburg WV 26301-4199				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 621910 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs DC VA Medical Center 50 Irving St. NW Washington DC 20422			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 5 Contracting Office (90C) 1 Med Center DR Clarksburg WV 26301-4199				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY PAYMENT WILL BE MADE BY FSC e-Invoice Payment Invoice must be submitted electronically http://www.fsc.va.gov/einvoice.asp Invoice Setup Information 1-877-489-6135 PHONE: FAX:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			
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 <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kristina Weir				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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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: Contract Specialist, 36C245, Ryan Mullins

Department of Veterans Affairs
Network Contracting Office 5
Contracting Office (90C)
1 Med Center DR
Clarksburg WV 26301-4199

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly

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

PAYMENT WILL BE MADE BY

FSC e-Invoice Payment
Invoice must be submitted electronically
<http://www.fsc.va.gov/einvoice.asp>
Invoice Setup Information 1-877-489-6135

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

AMENDMENT NO	DATE

B.2 PERFORMANCE WORK STATEMENT

1.0. INTRODUCTION.

1.1. The Government requires a contract for paramedic ambulance services and all-inclusive services to include medical equipment necessary for the transportation of eligible beneficiaries of the Washington DC Veterans Affairs Medical Center (DC VAMC) to VA Medical Centers and Clinics, 50 Irving Street NW Washington, DC 20422, which includes but is not limited to, a medical center, emergency room, and psychiatric care. In addition, it supports five Community Based Outpatient Clinics (CBOCS); 820 Chesapeake St, SE Washington DC 20032, 9300 DeWitt Loop Fort Belvoir VA 22060, 29431 Charlotte Hall Rd Charlotte Hall MD 20622, 5801 Allentown Rd Camp Springs MD 20746, 15810 Gaither Dr Gaithersburg MD 20877. The use of DC VAMC throughout this document shall be interpreted as the Washington DC Veterans Affairs Medical Center and all five CBOCs associated with it. The Contractor shall provide ambulance coverage for the DC VAMC, 24 hours per day/7 days per week, 365 days per year.

2.0. DESCRIPTION / SCOPE / OBJECTIVE.

2.1. The Contractor shall provide all vehicles, supplies, materials, equipment, labor, personnel, supervision, management, and transportation to furnish Basic Life Support and Advanced Life Support (BLS/ALS) ground ambulance emergency transport services to eligible VA beneficiaries of the DC VAMC. The Contractor shall provide response in ALS/BLS vehicles within the time frames specified in the contract. Contractor's ambulance vehicles used in the performance of this contract shall meet the current specifications of Federal Specification KKK-A-1822E. The Contractor shall comply with all licensing and other applicable requirements of federal, state, and local government regarding the operation of patient transport ambulance services. Contractor care shall cover the full range of paramedic and ambulance services as provided in the local community. Paramedics responding shall bring equipment/supplies required by state regulations. The Contractor shall supply ALS equipment and medication to include, but not limited to, cardiac monitoring, intubation equipment, automated external defibrillator (AED), laryngoscope, pulse oximetry, glucometer, portable O2, protective clothing, and written procedures. Performance shall be in accordance with the requirements contained in this PWS and standards of the DC Department of Health and Mental Hygiene and The National Institute for Emergency Medical Services Systems. The Contractor shall complete all required training by the DC VAMC to include, but not limited to, Privacy Training and Computer Security Training.

2.2. Performance Location and Hours: Services shall be provided twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including government holidays. Service shall include transportation to points dictated by the DC VAMC, for beneficiaries located within catchment areas of the facility. Ambulance transportation services shall be furnished on an as needed basis.

2.3. Period of Performance: The period of performance will be five (5) years.

3.0. APPLICABLE DOCUMENTS.

3.1. The following laws, regulations, policies, and procedures in effect on date of contract issuance and all subsequent changes or updates apply:

FAR	Federal Acquisition Regulation
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VAAR	Veterans Administration Acquisition Regulation
KKK-A-1822E	Federal Specifications for Ambulances
VHA Directive 2008-020	Patient Transportation Program
SCA DOL Website	Service Contract Act (SCA) Directory of Occupations (Fifth Edition) http://www.dol.gov/whd/contracts/sca.htm
National EMS Regulations	National Institute for Emergency Medical Services System https://www.manta.com/c/mttwvd4/national-institute-of-emergency-medical-services

4.0. Definitions:

- 4.1. **Ambulance:** Vehicles for emergency medical care which provide a driver compartment and a patient compartment that will accommodate an Emergency Medical Technician (EMT), Paramedic (or RN as needed), equipment and supplies for emergency care at the scene as well as during transport, and; communication device and equipment for light rescue procedures. The ambulance is designed and constructed to afford relative safety and comfort, and to avoid aggravation of the patient's condition. Transports requiring higher level of care than a Basic Life Support (BLS) transport are those equipped with an Advance Life Support (ALS) System and qualified staff.
- 4.2. **Advanced Life Support (ALS) – Non-Emergency:** Defined as ambulances (staffed by a DC Paramedic) to transport patients who need a higher level of care during transport above those services provided by a BLS ambulance, but still do not require an R.N. Patients who typically require ALS transport include: any medical/surgical patient with a continuous IV medicine but does not need a RN per state protocols, any patient on a Cardiac Monitor, Obstetrical Patients, Patients from urgent care centers, Patients with potential airway compromise, Any patient deemed to have a potential complication during transport when report is received from the sending facility.
- 4.3. **Advanced Life Support (ALS) – Emergency:** When medically necessary, the provision of ALS services, as specified above, in the context of an emergency response. An emergency response is one that, at the time the ambulance provider or supplier is called, it responds immediately. An immediate response is one in which the ambulance provider/supplier begins as quickly as possible to take the steps necessary to respond to the call.
- 4.4. **Administrative Officer of the Day (AOD):** VA official that works in the admissions area during evenings and nights, and monitor hospital activities during other than normal working hours. This person is located at DC VAMC and acts as hospital administrator during off-tour hours; their number is 202-745-8360.

- 4.5. **Base Rate:** Base Rate is defined as the rate paid for one-way transportation from a designated pick up point to a designated delivery point. This rate will be paid for all authorized one-way trips ordered under this contract action, during all phases of the trip made on behalf of the Government. That Base Rate shall constitute full compensation for one-way trips which do not exceed the “Mileage Threshold” included in the pricing schedule.
- 4.6. **Basic Life Support (BLS) – Non-Emergency:** Basic Life Support (BLS) means a basic level of pre-hospital and inter-hospital emergency care and non-emergency medical services that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting of fractures, as outlined in the Basic Life Support national curriculum of the United States Dept. of Transportation and any modifications to that curriculum specified in rules adopted by the Department.
- 4.7. **Basic Life Support (BLS) – Emergency:** When medically necessary, the provision of BLS services, as specified above, in the context of an emergency response. An emergency response is one that, at the time the ambulance provider or supplier is called, it responds immediately. An immediate response is one in which the ambulance provider/supplier begins as quickly as possible to take the steps necessary to respond to the call.
- 4.8. **Beneficiary:** Veterans and other members determined to be eligible for benefits by the VA.
- 4.9. **Business Hours/Days:** Business hours/days are defined as the time of 8:00AM to 4:30PM, Monday through Friday, except Federal holidays. Federal holidays, include New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a Federal holiday. Off Business hours/days are defined as the time of 4:31PM to 7:59AM, Monday through Friday, all day Saturday and Sunday and Federal holidays.
- 4.10. **Contracting Officer (CO):** VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings, and is a member of the vehicle inspection team.
- 4.11. **Contracting Officer’s Representative (COR):** VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and are a member of the vehicle inspection team. All administrative functions remain with the Contracting Officer.
- 4.12. **Contractor:** The term “Contractor” as used herein refers to both the prime Contractor and his/her employees, and any subcontractors and their employees. The Contractor shall be responsible for assuring that his/her subcontractors comply with the provisions of this contract.
- 4.13. **Dry Run: Dry Run/No Patient charge:** These trips are defined as either a request for service by authorized Medical Center personnel, whereby the Contractor arrives at the designated pick-up point and no patient is transported due to a change in the Medical Center’s needs or scheduled pick-ups for which due to circumstances beyond the Contractor’s control (i.e., patient refuses pick-up, patient not home, patient not medically/mentally suitable for transport, etc.). The Contractor will be entitled to the applicable base rate

only due to no fault or negligence of the Contractor. No charge shall be assessed on scheduled pick-ups that are cancelled by the DC VAMC and/or the patient prior to the departure of the transport.

- 4.14. **Durable Medical Equipment (DME):** Medical equipment that is ordered by a provider for use in the home, such as walkers, wheelchairs, etc.
- 4.15. **Escort:** A relative of the patient (age 16 or older) or a DC VAMC representative accompanying the patient when the DC VAMC has determined such an escort is in the best interest of the patient.
- 4.16. **Excess Cost:** The difference between prices regularly charged by another source utilized and the applicable contract prices.
- 4.17. **The Joint Commission (TJC):** A national organization dedicated to improving the care, safety and treatment of beneficiaries in a health care facility and environment.
- 4.18. **KKK Specification:** Each ground ambulance used in the performance of this contract must meet the current specifications of Federal Specification KKK-A-1822E.
- 4.19. **Mileage Rate:** Mileage for ground ambulance services is the rate paid for each mile traveled beyond the designated Mileage Threshold. This rate applies to one-way transportation only, whether loaded or unloaded. In no event shall the Contractor receive this rate for miles traveled within the defined areas in the pricing schedule.
- 4.20. **On-Site Vehicle:** (To Be Determined) A functional, suitable vehicle, which will remain on campus at all times, for transporting paramedics and equipment to the location of all codes and conditions on the campus.
* The DC VAMC would like a unit to be available within 40 minutes of an emergency call for the DC VAMC Campuse.
- 4.21. **Quality Assurance:** Those actions taken by the Government to assure services meet the requirements of this contract.
- 4.22. **Quality Assurance Evaluator:** Government personnel responsible for surveillance of Contractor performance.
- 4.23. **Quality Assurance Surveillance Plan (QASP):** An organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor's continuous performance.
- 4.24. **Quality Control:** Those actions taken by the Contractor to control the production of goods or services so they will meet the requirements of a contract.
- 4.25. **Scheduled Trip(s):** The term "Scheduled Trip" as used in this contract refers to those trips in which the Contractor has been given advance notice (advance notice is defined as notice given by 4:30 p.m. the prior business day) of required services and a specific pick-up time.

4.26. **Unscheduled Trip(s):** The term “Unscheduled Trip” as used in this contract refers to those trips required on an as needed basis and advance notice is not given. Preferred pick-up time within 45 minutes, also depending on weather, and ambulance accessibility.

4.27. **Vehicle(s):** The term “Vehicle(s)” as used in this contract refers to all modes of ground transportation provided under the requirements of this contract, unless a specific mode of transportation is identified.

4.28. **Waiting:** Waiting, as used in this contract, is defined as the time required (and verified by authorized medical facility personnel) for the Contractor to wait at designated pick-up and/or delivery points while performing contract services.

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

5.0. PERFORMANCE REQUIREMENTS.

5.1. Contractor Employees:

5.1.1. Under this contract, DC VAMC reserves the right to demand corrective action for unsatisfactory performance or misconduct by contractor employees providing services to the Dc VAMC. Unsatisfactory performance and misconduct are determined at the DC VAMC’s sole discretion. The Contracting Officer may proceed with any and all remedies available to it under this contract and applicable law, including termination, if corrective actions are not taken and the performance of the contract is endangered.

5.1.2. The Contractor shall furnish qualified personnel as required by the contract specifications to accomplish all services under this contract.

5.1.3. Contractor personnel performing services to the Dc VAMC shall at all times conduct themselves in a professional manner, maintain personal hygiene, wear clean, neat uniforms and be identified by having the company name, and employee name affixed to the uniform. The Contractor shall be responsible for furnishing all vehicles, personnel, equipment and supplies, vehicle fuel, uniforms, nametags and/or badges for performance of services under this contract. Employee identifications shall be worn in clear view above the waist. Contractor personnel shall not smoke in vehicles at any time or while transporting VA beneficiaries.

5.2. Contractor Personnel Qualifications:

5.2.1. All contractor personnel performing contract services shall meet the qualifications as specified in this contract, as well as any qualifications required by Federal, State, County, and local government entities from the place in which they operate. Contractor personnel shall meet these qualifications at all times while performing contract services.

5.2.2. During the contract period of performance, if the Contractor proposes to add-on or replace personnel to perform contract services, the Contractor shall maintain required evidence of training, certifications, licensing, background and security clearances, and any other

qualifications and submit to the designated COR if requested. At no time shall the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the qualifications under the terms and conditions of this contract.

- 5.2.3. Within seven (7) days after receipt of award notification, the Contractor shall provide evidence of required training, certifications, licensing and any other qualifications of any personnel who will be performing services under this contract. The initial documentation shall be provided to the Contracting Officer and COR.
- 5.2.4. The Contractor shall comply with the provisions of the Privacy Act of 1974, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as all applicable (Veterans Health Administration) VHA regulations pertaining to Fire and Safety, VA Directive 7701, Occupational Safety and Health. Issued March 2003 VA Handbook 7701.1, Occupational Safety and Health Program Procedures. Current Joint Commission Standards and Department of Labor's Occupational Safety and Health Administration (OSHA) Policy on Blood Airborne Pathogens issued March 2003.
- 5.2.5. Per VHA Directive 2008-020, Patient Transportation Program, the Contractor must provide the COR an annual statement of certification of state driving records, license verification, and insurance. This shall include an annual statement that drivers are screened, trained, and competent to safely transport beneficiaries. This annual statement of the driver competency must include any advanced certifications, such as Advanced Cardiac Life Support or specialized training to assist and secure beneficiaries by stretcher or wheelchair.
- 5.2.6. The Contractor shall certify all paramedics on direct emergency medical response processes, upon notice of contract award and annually thereafter. The Contractor will submit the list of paramedics to the COR.
- 5.2.7. The Contractor shall assess competence and performance of personnel who will be performing services under this contract upon notice of award and annually thereafter, per Department of Health and Human Services, Emergency Medical Services

5.3. Paramedic Qualifications: Paramedics providing services under this contract shall have the following qualifications, in addition to those required by Federal, State, and Local Government:

- 5.3.1. Have completed training in accordance with the standards published by the Department of Health and Human Services with the minimum curriculum or equivalent including an in-hospital training period. Such training programs must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304. (1974).
- 5.3.2. Shall submit evidence of re-certifications and equivalent training program successfully completed to the COR.
- 5.3.3. Shall be certified, or otherwise officially recognized, by National Institute for Emergency Medical Services System, and the DC Department of Health and Mental Hygiene.

- 5.3.4. Shall attend all refresher continuing education, or advance training programs as required by the local or state government entity in which service is rendered. In no instance shall this be less frequent than every two (2) years. Such refresher training shall be equivalent to that developed by the Department of Transportation, National Highway Safety Administration.
- 5.3.5. The Contractor shall provide a yearly competency verification report(s), for each employee assigned to the DC VAMC, of critical skills to include, but not limited to, IV insertion and emergency airway management including intubation. The methodology used to determine that an employee is competent to perform critical emergency functions will be outlined in the competency verification report(s). All personnel assigned to the DC VAMC shall be evaluated to be competent to perform critical emergency functions.

5.4. Ambulance Driver Qualifications: Drivers shall have a valid operator's or chauffeur's license in accordance with Federal, State and local Government requirements for their place of operation, for the services they perform, be capable of administering oxygen and have successfully completed the Standard and Advanced First Aid Course for the American Red Cross or U.S. Bureau of Mines or equivalent and be capable of providing necessary medical assistance.

5.5. Authorized Medical Center Personnel: Prior to performance, the Contracting Officer shall provide the Contractor with a list of names or position titles and phone numbers of authorized Government personnel who may request services and receive calls from Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur. The Contractor shall ensure that requests for services are received from authorized medical center personnel. Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

5.6. Contractor Equipment, Vehicles, and Inspection:

- 5.6.1. The DC VAMC reserves the right to inspect contractor's equipment and vehicles or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing emergency medical transport vehicles (ambulances). DC VAMC inspections of contractor facilities shall in no way constitute a warranty by the DC VAMC that the contractor's vehicles and equipment are properly maintained. The DC VAMC reserves the right to restrict the contractor's use of equipment and vehicles which are in need of repair, unclean, damaged on the interior or exterior body, and are not in compliance with contract requirements, determined by the sole discretion of the DC VAMC. The restriction of such equipment and vehicles shall not relieve the contractor from performing in accordance with the strict intent and meaning of the contract and without additional cost to the DC VAMC. If any ambulance equipment is added or replaced after inspection, subsequent to the award of this contract, it shall be inspected and approved by the Contracting Officer or his/her representative before being placed in use under this contract.
- 5.6.2. Ambulances shall meet all current applicable Federal, State and local specifications and regulations including, but not limited to, licensing, registration, and safety standards. Current and appropriate licensing, issued by the Institute for Emergency Medical Services System and the DC Department of Health and Mental Hygiene.

- 5.6.3. Contractor's ambulance vehicles used in the performance of this contract shall meet the current specifications of Federal Specification KKK-A-1822E.
- 5.6.4. All ambulances/care and wheelchair transports shall be clean and maintained in good repair in accordance with manufacturer's instructions and specifications, at all times during the performance of this contract, and shall contain:
 - 5.6.4.1. An emergency safety kit,
 - 5.6.4.2. Portable oxygen unit (s),
 - 5.6.4.3. Fire suppression equipment,
 - 5.6.4.4. Appropriate road emergency warning equipment.
- 5.6.5. BLS ambulance transports shall, in conjunction with the above, be equipped with stretchers to accommodate beneficiaries over 500 lbs. and have an on-board EMT or Paramedic, qualified to perform basic airway management.
- 5.6.6. ALS ambulance transports shall, in conjunction with the above, be equipped with pulse oximetry and on-board Paramedic, perform cardiac monitoring, provide Advanced Cardiac Life Support (ACLS) drugs and procedures, and perform advanced airway management and medication monitoring and administration. Advanced airway management means the ability to intubate a patient and provide appropriate respiratory care, which does not include tracheotomies, cricoidotomies or cricotracheotomies.
- 5.6.7. The Contractor shall provide oxygen when it is requested by authorized medical facility personnel or required by the beneficiaries' medical condition.
- 5.6.8. The Contractor shall provide all medications required while in transport, sheets and blankets and other equipment and supplies required for use while in transport, for direct beneficiary care. The Contractor shall at no time and under any circumstances exchange supplies, equipment and/or medications with DC VAMC. The prices quoted in the schedule of services shall be inclusive of consumables used in transport. All vehicles used for critical patient care (ex. ALS, BLS), shall include, but not be limited to, monitors, defibrillator with external pacemaker, intubation equipment, intravenous equipment, medications, patient compartment facilities, oxygen and suction equipment and accessories.

5.7. Request for Services:

- 5.7.1. DC VAMC Travel Office or the Administrative Officer of the Day (AOD) will make requests for services. ALS or BLS mode of transport shall be discussed and determined by the Contractor and the VA clinician providing the level of care. The Contractor shall transport per its policies and standard industry practices. If mode of transport differs from what was agreed upon, the Contractor shall submit documentation explaining the reasons for alternate course of action.
- 5.7.2. Authorized personnel will place scheduled and unscheduled transportation requests to the contractor's dispatch office. All requests will be placed against schedule items, on a unit price basis in accordance with pricing schedule, and will be verified against invoices. The Contractor is responsible for providing all routing and directions to drivers prior to arrival at the pickup

location. When ordering services, (whether it is by telephone, facsimile, mail, e-mail, and/or in person), the DC VAMC will provide the Contractor with the following type of information:

5.7.3.

- 5.7.3.1. Mode of transportation required,
- 5.7.3.2. Required date and time of arrival,
- 5.7.3.3. Name of beneficiary,
- 5.7.3.4. Pick-up and delivery point,
- 5.7.3.5. Any other special instructions.

5.7.4. Requests for Transportation services will be made to the Contractor dispatch personnel identified below:

Company: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Normal Hours Telephone No.: _____

After Hours Contact Person: _____

After Hours Services Telephone No.: _____

5.7.5. Auxiliary Service: The Contractor may be required at times to transport beneficiary luggage, medical records, medication and other items including, but not limited to, wheelchairs, Stryker frames, litters, and nutritional supplements, from the pick-up point to destination. The Contractor shall not open, manipulate or otherwise seek information from these records or personal effects. The records and personal effects shall be delivered intact to the prearranged destination. Luggage to be transported shall be restricted to suitcase and valise type. These services shall be provided at no additional cost, however, should there not be room to transport these items and a second vehicle is needed, payment will be considered to only half (1/2) the charge from the first transport.

5.7.6. The Contractor shall be required to transport non-ambulatory Veterans, who are not in need of emergency transportation or medical attention, on gurneys, litters, and Geri chairs.

- 5.7.7. When transporting beneficiaries to Community Nursing Homes, upon arrival at the nursing home, the driver shall give the facility any packets or information that accompanies the beneficiary to the responsible Nursing Home staff member. The driver shall sign and date all forms required. If there are any discrepancies between the address listed on the Nursing Home Packet and the address listed in the trip request, the driver shall clarify the correct destination address with the DC VAMC Travel Office, or AOD (Ext: 58360) if after hours.
- 5.7.8. When transporting a beneficiary to a local hospital, upon arrival at the hospital, the driver shall give the hospital the copy of the medical information accompanying the beneficiary and the history of present illness, vital signs, and medical actions or medications provided during transport.
- 5.7.9. If the Contractor's place of business is located beyond the local telephone call zone of the DC VAMC (area code 202, 301, 703), the Contractor shall install and provide to the DC VAMC, a toll free number for accepting the DC VAMC calls. It is estimated that 85% of all requests for service will be placed by telephone. Requests for service may also be in writing or oral from an authorized representative of the DC VAMC, and may be completed by telephone, facsimile, mail, e-mail, or in person (by giving a written or verbal request). (Vender will receive an authorized letter of users.)
- 5.7.10. Electronic Transmissions: The Contractor shall, at all times during the contract period, have on his/her premises a functioning fax machine to communicate requirements with the DC VAMC (i.e., patient incidents, requests for service, special correspondence, etc.). Each contractor shall indicate if there is e-mail availability for their company to complete communications with the DC VAMC (use of this communication system will be mutually agreed upon after award of contract before any communications are completed in this manner).

5.8. Contractor Notification:

- 5.8.1. The Contractor shall be responsible for providing all transports, vehicle, and manpower necessary to meet all ALS and BLS transport requirements and may find it necessary to utilize another ambulance service. If the Contractor utilizes another ambulance service company, as a subcontractor, to complete any transport requests, the subcontractor must follow all laws, regulations, policies, and procedures and all subsequent changes or updates as referenced in 3.1 of the performance work statement. All invoices for this subcontracted service will be paid directly to the Contractor at the contract rate, and the Contractor shall reimburse the subcontractor at their agreed rate. In the event, the Contractor is unable to perform services or have services performed as required the Contractor shall immediately notify the DC VAMC Travel Office or AOD. The DC VAMC reserves the right to re-procure services which cannot be performed by the Contractor. The Contractor shall indemnify and reimburse the DC VAMC for all costs associated with excess re-procurement costs. Payment of re-procurement costs shall not relieve the Contractor from any terms and conditions in this contract. The DC VAMC will be the sole judge in determining when services will be re-procured. The failure of the Contractor to perform services within the required time frames and in accordance with terms and conditions may also provide cause for termination of the contract for "Default".

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

5.9. Ambulance Service Response Time:

- 5.9.1. The Contractor shall respond to all calls for ground ambulance transport service by being On-site at the DC VAMC facility at the designated point of pick-up within 45 minutes of notification for an Emergency Advanced Life Support (ALS) vehicle and/ or Emergency Basic Life Support (BLS) vehicle. The Contractor shall respond to all calls immediately for emergency ground ambulance transport. The Contractor shall provide service 24 hours per day/7 days a week.
- 5.9.2. The Contractor shall respond to all calls for ground ambulance transport service by being on site at the designated point of pick-up within 45 minutes of notification for a Non-Emergency Advanced Life Support (ALS) vehicle and/or Non-Emergency Basic Life Support Vehicle (BLS).
- 5.9.3. If the time period for pick-up, stated herein, is physically impossible due to location of veteran beneficiary, the Contractor shall contact the DC VAMC Travel Office and inform him/her of the anticipated time required for pick-up and delivery of said beneficiary.
- 5.9.4. The Contractor shall provide and respond to all emergency calls in accordance with Federal, State, and Local regulations, governing dispatch of emergency medical (ambulance) vehicles and medical care of on-board beneficiaries, to include the use of sirens and other measures to ensure timely arrival at the designated DC VAMC Medical facility.
- 5.9.5. Immediate Notification: It is the responsibility of the Contractor to immediately notify the DC VAMC Travel Office when unable to make a pick-up or delivery by the exact time specified for previously scheduled trips, or unable to dispatch an ambulance to a designated pick-up point within the required time frame for unscheduled request for services. The immediate notification shall include the reason for the delay and whether the pick-up or delivery can be made at a later time and if so, specification of that time. However, it shall be the sole discretion of the DC VAMC Travel Office to accept the later pick-up or delivery time or pursue services from another source. If the Travel Office orders the services from another source, the DC VAMC will reduce the total invoice by the amount of the excess paid to another ambulance company when the contractor is unable to perform.
- 5.9.6. **Response Time Compliance Rate:** The Contractor shall maintain at a minimum, a 90% compliance rate on responses to pick-up or deliver during the contract year. Travel office and/or AOD will track reported late pick up or delivery. The AOD will report the lateness to the COR on this contract. This will be accomplished by Validated User/Customer Complaints, and reviewing trip tickets with medical center requests. Failure of the Contractor to perform in accordance with this compliance rating may constitute sufficient cause for termination of the contract.

- 5.9.7. **Response Time Penalty:** If the Contractor fails to provide service within the time frames specified herein, the Government reserves the option of either obtaining service from an alternate source and charging the Contractor with any excess costs there from or assessing a fee for each late pick-up. Compensation will be obtained by deducting the applicable amount from Contractor's invoice as specified below:

5.9.7.1. Minutes Late	Deduction
5.9.7.2. 01 to 15	Grace Period
5.9.7.3. 16 to 30	25% of trip value*
5.9.7.4. 31 to 45	50% of trip value*
5.9.7.5. 46 to 60	75% of trip value*
5.9.7.6. 61 or more	Trip shall be at no cost to VA

*Trip value is the total of the basic trip plus any additional mileage, if applicable, for the scheduled trip.

- 5.10. **Waiting Time:** In the event a vehicle must wait for a patient beyond the Contractor's control, reimbursement must be authorized and claimed. The payment will be at one-fourth (1/4) the negotiated rate. Fractional times will be in ¼ hours (15 minute) increments
- 5.10.1. For scheduled trips, waiting charges shall commence sixteen minutes from the scheduled pick-up time or from the time the Contractor actually arrives at the designated pick-up point, whichever is later.
- 5.10.2. If the designated pick-up and/or delivery points are at locations other than the DC VAMC facility and waiting beyond the required fifteen (15) minute grace period is anticipated, the Contractor shall notify the Travel Office or AOD. This call is only for the purpose of verifying the contractor's time of arrival at pick-up and/or delivery points and is not necessary if the Contractor does not anticipate a delay for which waiting charges will be claimed. The Contractor's failure to notify the Travel Office or AOD when waiting beyond the grace period shall result in non-payment for waiting time.
- 5.11. **Escort:** The DC VAMC reserves the right to have an escort, such as a relative, care provider, or staff accompanies the beneficiary when the DC VAMC determines that such an escort is in the best interest of the beneficiary. The DC VAMC clinician providing the level of care will be the sole judge in determining when an escort is required. In the event, that a staff member of the DC VAMC accompanies a beneficiary, it does not relieve the Contractor from responsibility to provide appropriate care to the beneficiary. There shall be no charge to the DC VAMC when escorts are authorized to travel with the beneficiary. Contractor shall only be required to transport the escort with the beneficiary and shall not be required to return the escort back to point of origin.
- 5.12. **Substitution of Beneficiary:** The DC VAMC reserves the right to substitute the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or dry runs. There shall be no additional charge to the DC VAMC when such changes occur.

5.13. Number of Beneficiaries:

- 5.13.1. The Contractor shall transport one Veteran beneficiary per trip, under ambulance services, unless specifically authorized by DC VAMC personnel to transport more than one, and at no time shall the Contractor transport more than two (2) beneficiaries.
- 5.13.2. When more than one (1) beneficiary is transported on a trip in a single vehicle, reimbursement will be made at 70% of the base rate established in the Pricing Schedule for each beneficiary (as noted under the Social Security Act (SSA) [42 U.S.C. 1302, 1395hh, 1395rr(b)(1)], Section 414.1). Incidents of trips with more than one (1) beneficiary are not expected to exceed eight (8) trips per contract year. The Contractor shall be entitled to a full base rate for each beneficiary traveling concurrently in a single vehicle, if the maximum expected eight (8) annual trips have been exceeded. When travel is beyond the medical facility's contract mileage threshold area of coverage, mileage may be claimed at 50% of the longest distance over which a beneficiary is transported in a single vehicle, for each beneficiary, as noted in the SSA reference

5.14. Invoice Procedure:

- 5.14.1. Invoices and/or copies of trip tickets that provide all aspects of the transport with regards to the Veteran name, pickup point and time, destination with arrival time, type of transport and any additional services provided to include wait time, if applicable, as described in the price schedule. This information shall be submitted to the DC VAMC Travel Office via secured correspondence (electronic or standard) no later than ten (10) calendar days following the end of the month of services and are to include all contract services furnished for the preceding month. Please email a copy of the invoice to the COR for their review.
- 5.14.2. Contractor shall file invoices electronically to the VA Financial Service Center.
- 5.14.3. All billing invoices shall specify items 5.14.3.1. Through 5.14.3.8. listed below:
- 5.14.3.1. Patient's name,
 - 5.14.3.2. Trip date,
 - 5.14.3.3. Pick-up point and time,
 - 5.14.3.4. Drop off point and time,
 - 5.14.3.5. Number of miles if outside contract geographic area of coverage,
 - 5.14.3.6. Contract Number and CURRENT Purchase Order (obligation number),
 - 5.14.3.7. Base charge plus an itemization of additional charges, if applicable, and name of VA
 - 5.14.3.8. VA Official who authorized trip
- 5.14.4. The Government will review and reconcile invoices with trip tickets and DC VAMC requests for transport. Unauthorized Commitments/charges will be suspended pending investigation. Unauthorized charges are those that are being disputed or have not been pre-approved by designated authorized government personnel, delegated the authority to commit government funds. A final determination will be made, within thirty (30) days, after notifying the Contractor of charges being suspended of whether or not payment will be issued. If it is determined that a

trip was the result of either an unauthorized commitment and/or transport of an individual ineligible for Government coverage, such payment will not be made and the ineligible person transported and/or person/entity that made the unauthorized commitment becomes responsible for payment for the transport. The Government may authorize the Contractor to collect the payment directly.

5.14.5. Contractor Remittance Address:

5.14.5.1. All payments by the Government to the Contractor should be mailed to the following address:
U. S. Department of Veteran Affairs
Finance & Accounting (PP/04)
Washington, DC 20422

5.15. **Infection Control Procedures:** The Contractor shall follow the DC VAMC Infection Prevention and Control policies and procedures to prevent and control the spread of infectious agents to all persons.

5.15.1. The Contractor shall identify and submit a list of all their Reusable Medical Equipment (RME) to the DC VAMC. RME will be determined to be Critical, Semi-Critical or Non –critical, Critical and Semi-critical RME will have a Standard Operating Procedure (SOP), a document detailing all steps and activities of a process or procedure that follows manufacturers’ cleaning, disinfection and/or sterilization guidelines. These SOPs will be developed by the Contractor.

5.15.2. The Contractor shall submit the RME list upon request from the COR.

5.15.3. The Contractor shall review the RME SOPs on a yearly basis, or when a change in manufacturer’s recommendation occurs, to the COR.

5.15.4. The Contractor shall not re-use or re-sterilize Single Use (disposable) medical devices.

5.16. **Incident/Accident Report:**

5.16.1. Any adverse events involving the welfare of a DC VAMC beneficiary while in the care of the contractor during transport shall be recorded and reported to the COR during normal business hours (6:00 AM – 6:00 PM) or to the AOD after normal business hours (6:01 PM-5:59 AM) within 24 hours of the event

5.16.2. The Contractor shall make contact immediately notifying the Government of any incident, accidents, or medication or transfusion errors involving injury to DC VAMC beneficiaries during transport. The Government will provide POC's and phone numbers after contract award and prior to service start.

5.16.3. The Contractor shall prepare and submit a detailed incident report with all information necessary to conduct a full review (date, time, beneficiary, place of pick, place of incident, names of parties involved, a detailed summary of events etc.) with recommended/implemented corrective action within 24 hours of such incident to the Contracting Officer, COR, and the Chief, Business Office, Washington DC VA Medical Center.

5.17. Origin and Destination:

- 5.17.1. Beneficiaries may be transported to or from DC VAMC facilities or between the VA facility and a facility that provides care under VA auspices (i.e. Contract Nursing Home, Community Outpatient Clinics, and designated Veterans Choice Providers) and/or between the home of the beneficiary receiving travel services and the VA facility. The DC VAMC Travel Office or AOD will specify the points of origin and the destination of every trip.
- 5.17.2. Direct Patient Transfer: All patient transfers between DC VAMC facilities shall be direct transfers. Direct Patient Transfer also includes trips between the vet's home and a facility that provides care under VA auspices.
- 5.17.3. The mileage threshold for the DC VAMC is defined in the 25 Point Pricing Schedule. Charges for travel between any of the 24 defined points shall be a predefined base rate. One-way mileage for any trip to an area not specifically listed will be billed a flat rate per mile from the closest location listed in the pricing schedule and PWS.
- 5.17.4. Reimbursement for Mileage outside of Mileage Threshold Areas of Coverage: Reimbursement for mileage outside the contract Mileage thresholds of coverage, shall be at the mileage rate stated in the Pricing schedule, and shall be based upon the miles from the pick-up point and the specified destination. Distances beyond the contract mileage threshold areas of coverage shall be calculated using the shortest route from Bing Maps. Allowable charges for mileage outside the contract mileage threshold areas of coverage shall not exceed +5% of the current Bing Maps.
- 5.17.5. Should the DC VAMC make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, DC VAMC may notify the Contractor to cancel the order. For orders that are cancelled while the Contractor is already in route to the designated pick-up, the Contractor shall be entitled to receive $\frac{1}{4}$ or 25% of the base rate for the trip, as provided in Pricing Schedule. This charge shall not include any mileage charge.
- 5.17.6. Should the Contractor arrive at the destination before DC VAMC cancels the order, or if the Contractor is unable to perform a scheduled pick-up, because of DC VAMC or beneficiaries such as incorrect address, beneficiary absence, or beneficiary refusal then the Contractor shall receive the base rate for the trip as provide in Pricing Schedule, and applicable mileage if outside contract mileage threshold areas of coverage.
- 5.17.7. Other Charges-It is understood that the prices listed in the accepted Pricing Schedule shall be inclusive of any and all ferry, bridge, tunnel or road toll charges. Contractor shall not bill the DC VAMC for any such separate charges.

5.18. Patient Rights:

- 5.18.1. The Contractor shall be courteous to DC VAMC beneficiaries and will not smoke while transporting beneficiaries. Beneficiaries may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and personal suitcase.

5.18.2. The Contractor shall notify the COR, Travel Office (during normal operating hours), or the AOD (if after hours) in writing within 24 hours of any complaints made by the beneficiaries with regards to the ambulance service. The Contractor may provide recommendations for improved services along with the beneficiary complaints for the DC VAMC's review. No recommendation shall be construed as being effective until and unless it is provided as a written modification to the contract from the Contracting Officer.

6.0.DELIVERABLES.

6.1. Trip Tickets – See paragraph 5.14. Invoice Procedure

7.0.REQUIRED REPORTS AND DOCUMENTS. Seven (7) days after contract award, the Contractor shall provide the following:

7.1. Contractor Personnel Roster- In this document, Contractor shall identify the employee information listed below:

- 7.1.1. Name,
- 7.1.2. Position,
- 7.1.3. Title and,
- 7.1.4. Work assignment area.
- 7.1.5. Thereafter, any personnel changes shall be submitted within three (1) business day prior to the change.

7.2. Certification of Minimum Liability Insurance Coverage-A certificate of insurance as evidence of insurance coverage is required prior to providing any services to the medical facilities (ref. VAAR 852.237-70) Contractor shall provide the required proof of insurance with ten (10) calendar days after award and prior to providing any services. Thereafter, all changes shall be submitted within seven (7) days after changes occur.

8.0.CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP). The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. . The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:

- 8.1.1. An inspection plan covering all services, equipment and supplies (glucometers, O2, medications, defibrillators, etc.) required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections,
- 8.1.2. On-site records of all inspections conducted by the contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection,
- 8.1.3. Incorporation of either active or established internal policy and procedures for updating medical service protocols that may affect performance of contract,

- 8.1.4. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable, and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance,
- 8.1.5. On-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of beneficiaries in the event of mechanical breakdown of ambulance,
- 8.1.6. On –site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract,
- 8.1.7. The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios,
- 8.1.8. A log to account for all requests for service. The log shall indicate the date and time of service call, name of beneficiary requiring services, type of transportation requested, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed,
- 8.1.9. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract and,
- 8.1.10. Log of quality control procedures to include, but not limited to, glucometers calibrated to the manufacturers specifications and/or no less than daily.
- 8.1.11. Drug Testing Policy: The Contractor shall have internal policies and procedures for addressing drug and alcohol testing and abuse.
- 9.0. IN SERVICE MEETINGS.** Due to developments of new techniques or VA policy changes or to resolve problem issues in the handling and transporting of DC VAMC beneficiaries, the Contractor may be required to attend meetings at the DC VAMC facility at no additional charge to the VA. The Contracting Officer or Contracting Officer Representative will schedule all in-service meetings.
- 10.0. RARE SITUATIONS.** It may become necessary for the Contractor to be called upon to transport the remains of a deceased Veteran between the various DC VAMC facilities or to the county morgue for purposes of post-mortem. The Contractor shall agree to accept such assignments when called upon under the provisions of the contract and to supply personnel normally assigned non-emergency vehicles in performing this service.
- 11.0. QUALIFICATIONS OF OFFERORS.** Offers will be considered only from Contractors who are regularly established in the business called for and who in the judgment of the Contracting Officer is financially responsible and able to show evidence of their reliability, ability, experience, equipment, facilities, and personnel directly employed or supervised by them to

render prompt and satisfactory service. All services are expected to be performed by competent qualified personnel, to complete the specific services required. All work performed shall be done in a first-class manner and in accordance with good commercial practices. Please reference Addendum to FAR 52.212-1 Instructions to Offerors.

12.0. METRIC CONVERSIONS. Any measurements stated in this specification or in any documents associated with the proposed contract as normally used inch-pound units can be converted to metric units providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376. Any measurements only given in inch-pound units are not meant to be restrictive. If the General Requirements require replacement of parts to be included as part of the contract and a product (part) is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request should be made to the Contracting Officer to determine if the product is acceptable.

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

14.0. CONTRACTING OFFICER'S REPRESENTATIVE (COR). The COR responsibilities include, but not be limited to surveillance of services required under this contract; determining the adequacy of Contractor performance according to the specifications of this contract; acting as the Government's representative; ensuring compliance with contract requirements insofar as the work is concerned; and advising the Contracting Officer of any contract issues. The COR cannot authorize deviations from the terms and conditions of this contract. In the event the Contractor deviates without written approval from the Contracting Officer, such deviation shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor. The COR will be designated at the time of contract award and appointed in writing by the Contracting Officer to assist in the discharge of his responsibilities when he is unable to be directly in touch with the contract work. Following is the facility and designated COR: Washington DC VA Medical Center, 50 Irving Street NW Washington, DC 20422.

COR NAMES: Annazette Nolan Business Office

COR CONTACT INFORMATION: 202-745-8000 ext. 56804

15.0. CONTRACTOR ADMINISTRATIVE REPRESENTATIVE (CONTACT PERSON). The Contractor gaining award of this contract shall provide the name, address, telephone number and facsimile number of authorized contractor representative(s) who have the binding authority to act on behalf of the Contractor on administrative and/or performance matters pertaining to this contract. The Contractor shall maintain this list and submit any changes thereof to the COR. If additional space is needed, use a separate sheet of paper and identify as a continuation of Section C, Item 25.)

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FACSIMILE NO.: _____

16.0. GOVERNMENT QUALITY ASSURANCE. The COR or his/her designee will evaluate the Contractor's performance by using a Quality Assurance Surveillance Plan (QASP) in accordance with FAR 52.246-4, Inspection of Services-Fixed Price.

17.0. SPECIAL CONTRACT REQUIREMENTS:

17.1. Notice of Pre-bid Conference: There is currently no pre-bid conference scheduled for this acquisition.

17.2. Contractor's Responsibilities and Insurance Requirements: The Contractor shall obtain all necessary licenses and/or permits required to perform this work. The Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to himself/herself, his/her employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his or her employees' fault or negligence. The Contractor shall maintain personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the State of Maryland, and in accordance with VAAR 852.237-70, Section I. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty (30) calendar days prior written notice to the Contracting Officer.

17.3. Safety Requirements: In order to protect the lives and health of occupants of the buildings, the Contractor in the performance of this contract shall take such safety precautions as the Contracting Officer, or his/her designate, may determine to be reasonably necessary. The Contracting Officer, or his/her designate, will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his/her representative at the site of the work, shall be deemed sufficient for the purpose aforesaid.

* If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order, stopping all or any part of the work, and hold the Contractor in default.

17.4. Interference with Normal Functions: The Contractor's personnel are required to interrupt their work at any time so as not to interfere with the normal functioning of the medical facility, including utility services, fire protection systems, and passage of facility beneficiaries, personnel, equipment and emergency and/or service carts. These interruptions should only be occasional. Any interruptions considered to be excessive should be brought to the attention of the Contracting Officer.

- 17.5. Disposal of Hazardous Waste: The Contractor shall not dispose of any hazardous materials at any location on the medical facility premises except as specified by the Contracting Officer.
- 17.6. VA Determination: DC VAMC Travel Office or the Administrative Officer of the Day (AOD) will make requests for services. ALS or BLS mode of transport shall be discussed and determined by the Contractor and the VA clinician providing the level of care.
- 17.7. Contractor personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the Department of Veterans Affairs. The Contractor will be responsible for actions of those individuals they provide to perform work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident. All documents containing VA sensitive information (e.g., Personal Identifying Information, etc.) are to be considered the sole property of the VA. Printed output containing sensitive VHA data shall be stored in a secured area, returned to the VA, and/or disposed of properly by shredding or similar methods approved by VA regulations. Under the provisions of the Privacy Act of 1974 as amended, personnel performing work under this contract have an obligation to protect VA information, indefinitely.
- 17.8. HI-IS/01G: To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor is required to check the Health and Human Services—Office of Inspector General (HI-IS/01G), List of Excluded Individuals/Entities on the 010 Website (<https://oig.hhs.gov/exclusions/index.asp>) for each person providing services under this contract. Further the Contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are NOT listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.
- 17.9. CONFIDENTIALITY: The DC VAMC will provide the Contractors with access to pertinent beneficiary medical information, within the existing privacy rules and regulations, for the purpose of providing coordinated comprehensive primary care. Contractor(s) shall ensure the confidentiality of all beneficiary information and shall be held liable in the event of the breach of confidentiality. Any contract resulting from this solicitation will be subject to the Privacy Act of 1974. Federal Acquisition Regulations 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act apply to this solicitation. The Contractor(s) is not authorized to release any medical record information. The VA is the sole entity authorized to release this information upon written request from the beneficiary.
- 17.10. Health Information Portability and Accountability Act (HIPAA) Compliance is required.
- 17.10.1. The Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Dept. of Health and Human Services has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Dept. of Veterans Affairs. In

accordance with HIPAA, the Contractor may be required to enter into a Business Associate Agreement with the VA.

17.10.2. The Contractor shall not maintain or share sensitive material or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business agreement.

17.11. MD WAGE RATES: The DOL Wage Determination listed will apply to this solicitation and any contract award. The Contractor is responsible to ensure that their employees working under this RFP receive all pay and benefits due them under the applicable Service Contract Act wage determinations.

17.12. Joint Commission on the Accreditation of Healthcare Organization (TJC) Standards:

17.12.1. The Contractor shall perform required services in accordance with the standards of TJC; established principles and ethics of the medical profession established by the American Medical Association (AMA) and American College of Emergency Physicians (ACEP). The Contractor shall adhere to Veterans Health Administration (VHA) regulations and the Medical Staff bylaws of the medical facilities assigned to—and operating within—the Veteran Integrated Service Network (VISN) 5.

17.12.2. The Contractor, upon request, shall provide quality data and information related to services provided—and participate—in DC VAMC Performance Improvement Programs when requested to do so. Upon request the Contractor shall also provide a competence assessment checklist and annual performance evaluation to the Contracting Officer's Representative (COR) for each contracted employee.

17.13. Performance standards define desired services:

17.13.1. The Government performs surveillance to determine if the Contractor exceeds, meets, or does not meet these standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL). The Quality Assurance Surveillance Plan (QASP) method of surveillance will be by random surveillance and periodic inspection.

17.13.2.The QASP and its performance standards are as follows:

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive (Positive and/or Negative Impact on Contractor Payments)
Ground Ambulance Service Reference PWS: 5.9	<p>Provide patient pick-up for scheduled trips by being on-site at the designated point of pick-up within 45 minutes (of notification for an Emergency Advanced Life Support (ALS) vehicle and/ or Emergency Basic Life Support (BLS) vehicle.</p> <p>Provide patient pick-up for scheduled trips by being on site at the designated point of pick-up within 45 minutes of notification for a Non-Emergency Advanced Life Support (ALS) vehicle and/or Non-Emergency Basic Life Support Vehicle (BLS).</p>	90%	Review trip tickets with medical center requests. Sampling Customer Complaint record.	<p><u>Incentive:</u> Favorable Contractor performance evaluation.</p> <p><u>Disincentive:</u></p> <p>--Payment deduction of one fourth (1/4) of the applicable charges to begin at the 16 minute mark. An additional (1/4) deduction for each fifteen (15) minutes added to the wait time.</p> <p>--Unfavorable Contractor performance evaluation.</p>
Certifications and Training Reference PWS: 5.2, 5.3, 5.4	Contractor/employee to maintain current proper licenses and ensure all attendants are properly trained and competent to provide service	100%	Random Surveillance/ Sampling Customer Complaint record	<p><u>Incentive:</u> Favorable Contractor performance evaluation.</p> <p><u>Disincentive:</u></p> <p>--contractual action; contractor employee shall be removed from providing service until proof of proper certificates/ licensing requirements are met.</p> <p>--Unfavorable Contractor performance evaluation.</p>

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive (Positive and/or Negative Impact on Contractor Payments)
Submit Monthly Invoices/Trip Tickets Reference PWS: 6.0, 7.0	All monthly reports submitted within 15 calendar days of following the end of the month of services.	95%	Random Surveillance and Periodic Inspection	<u>Incentive:</u> Favorable Contractor performance evaluation. <u>Disincentive:</u> -- late payment if reports/ trip tickets are not submitted within time frame specified --Unfavorable Contractor performance evaluation.
Ambulance Maintenance/Safety Reference PWS: 5.6	Ensure all ambulances are in proper condition and fit for patient and public safety	100%	Random Surveillance and Periodic Inspection	<u>Incentive:</u> Favorable Contractor performance evaluation. <u>Disincentive:</u> --Unfavorable Contractor performance evaluation.
Contractor's Quality Control Program (QCP) and Inspection Plan Reference PWS: 8.0	Maintain a complete QCP, to include an inspection plan, to ensure that the requirements of the contract are provided as specified.	95%	Random Surveillance and Periodic Inspection	<u>Incentive:</u> Favorable Contractor performance evaluation. <u>Disincentive:</u> Unfavorable Contractor performance evaluation.

B.3 PRICE/COST SCHEDULE

Quantities listed are estimated only and are not guarantees.

This is an Indefinite Deliver Indefinite Quantity Contract. Accordingly, funds are not obligated on this contract at award; rather, funds are obligated via task orders issued against the contract. Task orders shall only be issued by a warranted Contracting Officer (CO). CO will issue task orders to the Contractor authorizing services via Standard Form 1449. Each task order shall clearly identify the dollar amount authorized under the individual task order and the period of performance of the individual task order. When a task order period of performance is completed, additional services shall not be provided unless a new task order is issued in accordance with the contract.

The minimum dollar amount guaranteed under this contract for the performance period of five year is \$23,207.64. The maximum dollar amount or contract ceiling for this contract is \$8,000,000.00. The maximum amount is not guaranteed. The combined total of all orders placed against this contract cannot exceed the maximum amount/ceiling of this contract. The minimum guarantee will be awarded by task order concurrently with the award of the IDIQ.

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Advanced Life Support (ALS) Contract Period: Base POP Begin: 10-01-2019 POP End: 09-30-2020	173.00	TRP		
0002	Basic Life Support (BLS) Contract Period: Base POP Begin: 10-01-2019 POP End: 09-30-2020	2,605.00	TRP		
0003	Specialty Care Contract Period: Base POP Begin: 10-01-2019 POP End: 09-30-2020	17.00	TRP		
0004	Wait Time for Each 15 Minute Increment Contract Period: Base POP Begin: 10-01-2019 POP End: 09-30-2020	20.00	EA		
0005	Mileage Starting as Distances Greater than 20 Miles Contract Period: Base POP Begin: 10-01-2019 POP End: 09-30-2020	30,000.00	ML		
10001	Advanced Life Support (ALS) Contract Period: Base POP Begin: 10-01-2020 POP End: 09-30-2021	173.00	TRP		
10002		2,605.00	TRP		

	Basic Life Support (BLS) Contract Period: Base POP Begin: 10-01-2020 POP End: 09-30-2021				
10003	Specialty Care Contract Period: Base POP Begin: 10-01-2020 POP End: 09-30-2021	17.00	TRP		
10004	Wait Time for Each 15 Minute Increment Contract Period: Base POP Begin: 10-01-2020 POP End: 09-30-2021	20.00	EA		
10005	Mileage Starting as Distances Greater than 20 Miles Contract Period: Base POP Begin: 10-01-2020 POP End: 09-30-2021	30,000.00	ML		
20001	Advanced Life Support (ALS) Contract Period: Base POP Begin: 10-01-2021 POP End: 09-30-2022	173.00	TRP		
20002	Basic Life Support (BLS) Contract Period: Base POP Begin: 10-01-2021 POP End: 09-30-2022	2,605.00	TRP		
20003	Specialty Care Contract Period: Base POP Begin: 10-01-2021 POP End: 09-30-2022	17.00	TRP		
20004	Wait Time for Each 15 Minute Increment Contract Period: Base POP Begin: 10-01-2021 POP End: 09-30-2022	20.00	EA		
20005	Mileage Starting as Distances Greater than 20 Miles Contract Period: Base POP Begin: 10-01-2021 POP End: 09-30-2022	30,000.00	ML		
30001	Advanced Life Support (ALS) Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023	173.00	TRP		
30002	Basic Life Support (BLS) Contract Period: Base	2,605.00	TRP		

POP Begin: 10-01-2022 POP End: 09-30-2023					
30003	Specialty Care Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023	17.00	TRP	_____	_____
30004	Wait Time for Each 15 Minute Increment Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023	20.00	EA	_____	_____
30005	Mileage Starting as Distances Greater than 20 Miles Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023	30,000.00	ML	_____	_____
40001	Advanced Life Support (ALS) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	173.00	TRP	_____	_____
40002	Basic Life Support (BLS) Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	2,605.00	TRP	_____	_____
40003	Specialty Care Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	17.00	TRP	_____	_____
40004	Wait Time for Each 15 Minute Increment Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	20.00	EA	_____	_____
40005	Mileage Starting as Distances Greater than 20 Miles Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024	30,000.00	ML	_____	_____
GRAND TOTAL				_____	_____

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/01/2019 through 09/30/2024.

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$2,000,000.00;
 - (2) Any order for a combination of items in excess of \$7,500,000.00; or
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the period of performance ends on the last task order issued.

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 09/30/2020. 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 09/30/2020, 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.7 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.8 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-14 Limitations on Subcontracting.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work

performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.9 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of Clause)

C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING 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 POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM OF AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.228-71	INDEMNIFICATION AND INSURANCE	MAR 2018
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008

(End of Addendum to 52.212-4)

C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

☒ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109–282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

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

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

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-36.

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

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

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

☒ (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.

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

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

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

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

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

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

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

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

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

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

☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

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

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

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (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.

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

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

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

☒ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class

Monetary Wage-Fringe Benefits

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

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

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xiv) 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).

(xv) 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).

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

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

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

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

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

(xx) 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).

(xxi) 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.

(xxii) 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.14 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

Attachment 1: DC Wage Determination

Attachment 2: Organizational Conflict of Interest

Attachment 3: Immigration and Nationality Act

Attachment 4: Quality Assurance Surveillance Plan (QASP)

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

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

(k) [Reserved]

(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)

Additional Instructions to Offerors

Offerors must ensure that proposals are submitted timely to ensure delivery and receipt by the Due Date and Time identified in Box 8 of the SF1449 (Page 1 of the solicitation).

Quote packages shall be submitted electronically via email, to ryan.mullins2@va.gov

(5 megabyte size limit) per email.

In addition to the requirements of FAR 52.212-1, Offerors SHALL:

- (a) Complete Box 12, 17, and 30 of the SF 1449 (Page 1) of the solicitation. Provide the legal entity name, address, telephone number and DUNS identifier in Box 17.

(b) Complete Section B.1 (1) (a), contractor POC information (provide name, title and phone number/email).

(c) Complete Section B.3 PRICE/COST SCHEDULE. Also include a separate narrative explanation of the criteria, market condition, information, assumptions, etc. taken into consideration and relied upon to arrive at the proposed contract price (to help determine price fair and reasonableness).

(d) Complete Section E Provision 52.212-3. Note: An offeror needs only to complete paragraph if the offeror has completed the annual representations and certifications electronically in the System for Award Management database. Otherwise, complete paragraphs (c) through (o) as applicable.

(e) Offeror shall submit a capability statement demonstrating their technical capability and ability to meet the FULL SCOPE of the Performance Work Statement.

(f) Offeror shall submit up to three (3) past performance references, including both the reference information and details of the work performance; past performance information shall be recent and relevant work. The Contracting Officer will also utilize all available records (e.g. PPIPRS and FAPIIS) as well.

Comparative Evaluation will be conducted in accordance with FAR 13.106-2 (b)(3).

Additional information pertaining to Comparative Evaluation below:

What Comparative Evaluation is:

- It is the direct comparison of one quotation/offer with another in a uniform and fair manner to determine which quote/offer provides the Government what it needs, where and when as identified in the RFQ
- It is an assessment of which response is the “best” as a whole
- Once one quotation/offer is found acceptable, it is compared side by side to the remaining ones, and the “best” one is chosen

What Comparative Evaluation is not:

- It does not individually evaluate quote/offers against specified evaluation factors
 - It does not assign a rating using a color, numerical, or other rating methodology
 - It does not require additional evaluation to determine if minimal advantage is worth a minimal or normal price difference, but not prohibited
 - It is not a low price technically acceptable (LPTA) or trade-off process

(End of Additional Instructions to Offerors)

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 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(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, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

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

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

(End of Provision)

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

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

Ryan Mullins

Contract Specialist
Hand-Carried Address:

Department of Veterans Affairs

Louis A Johnson, VAMC
Contracting Office (90C)
1 Med Center DR
Clarksburg WV 26301-4199
Mailing Address:

Department of Veterans Affairs

Louis A Johnson, VAMC
Contracting Office (90C)
1 Med Center DR
Clarksburg WV 26301-4199

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

(End of Provision)

E.5 VAAR 852.209-70 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 2008)

- (a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.
- (b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.
- (c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with [FAR 9.503](#) and 48 CFR 809.503.
- (d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

- (a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.
- (b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).
- (c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor.

Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

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

- (1) Include the name, address, fax number, email 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.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov*.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

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

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

Washington, DC 20420

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

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

E.9 852.270-1 REPRESENTITIVES 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.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

(End of Addendum to 52.212-1)

E.11 EVALUATION—COMMERCIAL ITEMS

The Government intends to perform a comparative evaluation of offers in accordance with FAR 13.106-2(b)(3) to determine which offer provides the best benefit to the Government. The Government reserves the right to select a response that provides benefit to the Government that exceeds the minimum but is not required to select a response that exceeds the minimum if it provides no value or benefit to the Government. The Government will evaluate quotes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of Provision)

E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its

certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting

requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

(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 (12.301(d)(1)).

(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)