

COMBINED SYNOPSIS/SOLICITATION 36C24819R0150

General Information

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Contracting Office Address

NCO 8
ATTN: LaVerne Astroth
8875 Hidden River Parkway
Tampa, FL 33637

Description

- (I) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation for this action. Proposals are being requested, and a written solicitation document will not be issued.
- (II) This solicitation is issued as a Request for Proposal (RFP). Submit written proposals on 36C24819R0150.
- (III) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2019-05, 08-13-2019.
- (IV) Any amendments issued to this solicitation will ONLY be available on the FBO website (www.fbo.gov).
- (V) The Network Contracting Office 8-RPO East intends to award a firm-fixed price contract for Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Transportation Service, as identified within this statement Of Work (SOW) for beneficiaries of the James A. Haley Veterans Hospital (JAHVH), 13000 Bruce B Downs Blvd, Tampa, Florida 33612, and, its associated healthcare facilities.
- (VI) The North American Industrial Classification System (NAICS) code for this procurement is 621910, with a small business size standard of \$15 million.
- (VII) All offerors shall be registered in System for Award Management (SAM) at <https://www.sam.gov> prior to award in accordance with the provisions at 52.212-3 Offeror Representations and Certifications – Commercial Items, to be eligible for an award. Also, if you are a Service Disabled Veteran Owned Small Business (SDVOSB) or Veteran-Owned Small Business, (VOSB), you must be registered in VIP (Vendor Information Pages) at <https://www.vip.vetbiz.gov/> prior to award.
- (VIII) All questions regarding this RFP must be in writing and may be sent by e - mail to: LaVerne.Astroth@va.gov All questions or inquires must be submitted no later than 4:00 pm Eastern Standard Time (EST) on 18 October 2019.

No phone call will be accepted. Answers to vendor questions will be posted to FBO on or before **October 22, 2019 by 4:30 PM EST.**

- (IX) You are reminded that representatives from your company **SHALL NOT** contact any Tampa VA Healthcare System personnel to discuss this RFP during this RFP process. **All questions and concerns regarding this RFP shall be directed to the Contract Specialist listed on the combined synopsis/solicitation listed as the POC.**
- (X) The Government will award a contract resulting from this RFP to the responsible offeror whose proposal is the best overall value to the government. Proposals are due by **4:00 P.M. EST on October 30, 2019.** Proposals received after this date and time will be considered late in accordance with 52.212-1(f). Proposals shall be submitted via email to LaVerne.Astroth@va.gov.

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Proposals shall provide a price within the following Price/Cost Schedule.

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

Contract Period: BASE YEAR- Period of Performance: (January 1, 2020 – December 31, 2020)

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Basic Life Support (BLS) Pickup Charge	6609	EA		
0002	Basic Life Support (BLS) Mileage Rate	132,314	MI		
0003	Advance Basic Life Support (Pickup rate)	277	EA		
0004	Advance Life Support (ALS) Mileage rate	9,718	MI		
0005	Oxygen(As needed priced per trip)	1,056	EA		
0006	Advance and Basic Life (wait time, dry runs, no shows)	30	EA		
0007	National Agency Check with Written Inquiries and Special Agency Check Reimbursement to Government is required for release of payment to Contractor for Investigation. Current 2019 NACI cost IAW Security and Investigation Center	100	EA		
				TOTAL ESTIMATED VALUE	

For billing individual trips, the mileage rate shall not be added to the base rate (pickup) charge. The per-mile rate is applicable to all one-way trips, regardless of length.

Contract Period: OPTION YEAR ONE

Period of Performance: (January 1, 2021 – December 31, 2021)

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Basic Life Support (BLS) Pickup Charge	6609	EA		
1002	Basic Life Support (BLS) Mileage Rate	132,314	MI		
1003	Advance Basic Life Support (Pickup rate)	277	EA		
1004	Advance Life Support (ALS) Mileage rate	9,718	MI		
1005	Oxygen(As needed priced per trip)	1056	EA		
1006	Advance and Basic Life (wait time, dry runs, no shows)	30	EA		
				TOTAL ESTIMATED VALUE	

**For billing individual trips, the mileage rate shall not be added to the base rate (pickup) charge.
The per-mile rate is applicable to all one-way trips, regardless of length.**

Contract Period: OPTION YEAR TWO

Period of Performance: (January 1, 2022 – December 31, 2022)

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Basic Life Support (BLS) Pickup Charge	6609	EA		
2002	Basic Life Support (BLS) Mileage Rate	132,314	MI		
2003	Advance Basic Life Support (Pickup rate)	277	EA		
2004	Advance Life Support (ALS) Mileage rate	9,718	MI		
2005	Oxygen(As needed priced per trip)	1056	EA		
2006	Advance and Basic Life (wait time, dry runs, no shows)	30	EA		
				TOTAL ESTIMATED VALUE	

**For billing individual trips, the mileage rate shall not be added to the base rate (pickup) charge.
The per-mile rate is applicable to all one-way trips, regardless of length.**

Contract Period: OPTION YEAR THREE

Period of Performance: (January 1, 2023 – December 31, 2023)

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Basic Life Support (BLS) Pickup Charge	6609	EA		
3002	Basic Life Support (BLS) Mileage Rate	132,314	MI		
3003	Advance Basic Life Support (Pickup rate)	277	EA		
3004	Advance Life Support (ALS) Mileage rate	9,718	MI		
3005	Oxygen(As needed priced per trip)	1056	EA		
3006	Advance and Basic Life (wait time, dry runs, no shows)	30	EA		
				TOTAL ESTIMATED VALUE	

**For billing individual trips, the mileage rate shall not be added to the base rate (pickup) charge.
The per-mile rate is applicable to all one-way trips, regardless of length.**

Contract Period: OPTION YEAR FOUR

Period of Performance: (January 1, 2024 – December 31, 2024)

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Basic Life Support (BLS) Pickup Charge	6609	EA		
4002	Basic Life Support (BLS) Mileage Rate	132,314	MI		
4003	Advance Basic Life Support (Pickup rate)	277	EA		
4004	Advance Life Support (ALS) Mileage rate	9718	MI		
4005	Oxygen(As needed priced per trip)	1056	EA		
4006	Advance and Basic Life (wait time, dry runs, no shows)	30	EA		
				TOTAL ESTIMATED VALUE	

For billing individual trips, the mileage rate shall not be added to the base rate (pickup) charge.

The per-mile rate is applicable to all one-way trips, regardless of length.

TOTAL PROPOSED ESTIMATED PRICE, BASE PERIOD + OPTION PERIODS:

\$ _____

(NOTE: Option pricing for any potential extension under clause 52.217-8 will be evaluated by using half of the last-priced year's price.

NON-PERSONAL SERVICES:

Provide all supervision, personnel, vehicles, equipment, transportation, material, supplies and other items and services necessary to provide Advanced (ALS) and Basic (BLS) ambulance transportation for beneficiaries of the James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd., Tampa, FL, for the period of contract award date through base year contract expiration, with four 12-month option periods, in accordance with this contract's Statement of Work, Quality Assurance Surveillance Plan and all terms and conditions of the contract.

NOTE 1: The contract pricing structure is based upon the premise of "one-way trips"; the pricing listed herein shall be on a "loaded passenger" basis, i.e., the mileage charge shall only apply after the patient is loaded. Toll charges shall not be separately reimbursable.

NOTE 2: This is a fixed price requirements contract for the services listed, effective for the periods stated. The quantities of services listed are estimates only.

NOTE 3: All trips will be either originating from or going to the Tampa James Haley Veterans hospital location and various locations in accordance with this contract's Statement of Work.

NOTE 4: Pricing shall be all inclusive of any/all required materials, supplies, devices, etc. The only exception shall be oxygen, which is separately identified with an allowable charge per trip, when it is required.

NOTE 5: Contractor may or may not be awarded all items on the schedule. (See pricing schedule pages).

B.2 STATEMENT OF WORK (SOW)

ADVANCED LIFE SUPPORT GROUND TRANSPORTATION SERVICE

The Contractor shall provide all requested Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Transportation Service, as identified within this statement Of Work (SOW) for beneficiaries of the James A. Haley Veterans Hospital (JAHVH), 13000 Bruce B Downs Blvd, Tampa, Florida 33612, and, its associated healthcare facilities. The Contractor shall provide all emergency vehicles (ambulances), personnel, management, supplies, transportation, fuel, equipment, reports, and anything else necessary to successfully furnish Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Transportation Service as identified in the Price and Cost Schedule and the PWS in accordance with all terms, conditions, and provisions stated herein. The contract term shall cover a one-year Base Period with four (4) one (1) year Option Period; the 1year option periods are subject to be exercised at the Government's discretion. The Contractor responsibility shall cover /encompass all Advanced Life Support and Basic Life Support (BLS) patient ground transportation services within James A. Haley Veterans Hospital (JAHVH) coverage area (Florida). Performance are required to continuously be compliant with the requirements contained herein, and meet or exceed the standards of, but not limited to, the Joint Commission and Florida State Department of Health Regulations.

SECTION 1 CONTRACT DEFINITIONS/ACRONYMS and TERMS

1.1 Advanced Life Support (ALS) – ALS shall be provided by ambulance vehicles containing at a minimum an on-board Paramedic, cardiac monitoring, Advanced Cardiac Life Support(ACLS) drugs and procedures, advanced airway management and medication monitoring and administration. Ambulances

for ALS services shall be staffed in accordance with current Florida State laws and regulations governing the certification and licensure of private ambulances (must be in accordance with Specification KKK-A-1822E).

1.2 Baker Act – Allows for involuntary examination (emergency or involuntary commitment) which can be initiated by judges, law enforcement officials, physicians, or mental health professionals.

1.3 Basic Life Support (BLS) Transports - Transports on an ambulance equipped with Basic Life Support systems and qualified staff (in accordance with Specification KKK-A-1822E) that provides medically necessary basic life support services defined in the National EMS Education and Practice Blueprint.

1.4 Beneficiary Travel Department Personnel – An individual designated by the Contracting Officer for the medical facility, who is authorized to commit and obligate the government through the life of the contract, with consent from the Contracting Officer.

1.5 Administrative Officer of the Day (AOD) - VA official that works in the admissions area during evenings and nights and monitors hospital activities during other than normal working hours. This person acts as the hospital administrator during off-hours.

1.6 Beneficiary Travel Department – Department within the VA that oversees the Beneficiary Travel Program and its entitlements. This includes transportation such as the ALS/BLS services.

1.7 Beneficiary Travel Department Supervisor - Individual who manages the employees working within the Beneficiary Travel Department.

1.8 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 shall be paid for all authorized one-way trips ordered under this contract action, with employees (included in Section Contract Documents, Exhibits, or Attachments) during all phases of the trip made on behalf of the Government. The attached Service Contract Act wage determination shall be updated for each option when/if new revisions are issued. The Base Rate shall constitute full compensation for one-way trips as shown in the Price and Cost Schedule for the medical facility.

1.9 Beneficiary – Veterans and other members determined to be eligible for benefits by the VA.

1.10 Business Hours/Days - Business hours/days are defined as the time of 7:30AM to 4:30PM, Monday through Friday, except Federal holidays. Federal holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a national holiday. Off Business hours/days are defined as the time of 4:31PM to 7:29AM, Monday through Friday, all day Saturday and Sunday and Federal holidays. When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed by U. S. Government agencies.

1.11 Contracting Officer (CO) – VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

1.12 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 serves as a member of the vehicle inspection team. All administrative functions remain with the Contracting Officer.

1.13 Contractor – The term "Contractor" as used herein refers to both the prime Contractor and his/her employees, and any sub-Contractor and their employees. The Contractor shall be responsible for assuring that his/her Subcontractors comply with the provisions of this contract.

1.14 Dry Run - A dry run is defined as 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.

1.15 A "No Show" is defined when the beneficiary receiving services is not present at the time of transport or declines to go with the contracted service.

1.16 Joint Commission (JC) (Formerly Joint Commission on Accreditation of Healthcare Organizations) – A national organization dedicated to improving the care, safety and treatment of patients in a health care facility and environment.

1.17 Mileage Rate – Mileage rate for ambulance is the rate paid for each mile traveled for medical facility. This rate applies to one-way transportation only. Reimbursement for mileage shall be at the mileage rate stated in the schedule and shall be based upon the miles from the pick-up point and the specified destination. Distances areas of coverage shall be calculated using current www.bing.com/maps.

1.18 No-Patient Transport – The Contractor shall not assess charges on scheduled pick-ups that are cancelled in advance by the VA and/or the patient cancels due to being unable to arrive for scheduled appointment in time.

1.19 Quality Assurance Surveillance Plan – an organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractors continuous performance.

1.20 Quality Control – Those actions taken by the Contractor to control the production of goods or services, so they shall meet the requirements of the contract.

1.21 Routine Services – Trips scheduled in advance by the VA, typically one day prior to travel. Beneficiary, caregiver, or significant others cannot contact the Contractor directly to schedule routine trips.

1.22 Scheduled Trip(s) – The term "Scheduled Trip" refers to those trips in which the Contractor has been given advance notice (notice given by 4:30 p.m. the prior business day) of required services and a specific pick-up time.

1.23 For return trips from scheduled outpatient visits, the Contractor shall ensure Veterans and other beneficiaries do not wait more than 45 minutes for pick up, no matter where patient lives.

1.24 Ambulance Vehicle(s) — The term Vehicle(s) refers to modes of transportation equipped with the capability to provide prehospital and interhospital emergency care which includes basic life support functions including cardiopulmonary resuscitation (CPR), cardiac monitoring, cardiac defibrillation, telemetered electrocardiography, administration of antiarrhythmic agents, intravenous therapy, administration of specific medications, drugs and solutions, use of adjunctive ventilation devices, trauma care and other authorized techniques and procedures.

1.25 Durable Medical Equipment (DME) - Medical equipment that is ordered by a doctor for use in the home, such as walkers and wheelchairs.

SECTION 2 PERFORMANCE AND QUALIFICATIONS

2.1 The Contractor shall provide all levels of Advanced Life Support (ALS), Basic Life Support (BLS), and Patient Transportation Services (Ambulance) 24 hour/7 days a week, within the state of Florida, subject to the response time lines and other requirements as further detailed below and contained on the Florida State Department of Health website www.health.gov.

2.2 The Contractor shall perform required services in accordance with the standards of the Joint Commission on the Accreditation of Healthcare Organization and the 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 the Department of Veteran Affairs regulations and the policies, procedures, and regulations of Medical Staff bylaws of the James A. Haley Veterans Hospital. The regulation that governs the Beneficiary Travel Program is Title 38 Code of Federal Regulations (CFR) Section 70.

2.3 The Contractor, upon request, shall provide quality data and information related to services for participation in JAHVH Performance Improvement Programs when requested to do so. Upon request the Contractor shall also provide documentation of the competency of staff that shall be providing the contracted services. The Contractor shall ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work; they shall also maintain records that document competence/performance level of employees working on this contract. Upon request, the Contractor shall provide a current copy of their competency assessment checklist and annual performance evaluation to the Contracting Officers' Representative (COR) for each Contractor employee working on this contract.

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 VA Directive and Handbook 0710. The Contractor shall not maintain and/or share sensitive or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business associate agreement (BAA). By entering into this contract, the Contractor certifies they comply with HIPAA as it pertains to general patient information, HIV, drug and alcohol abuse, and sickle cell anemia.

2.5 The Contractor shall provide a minimum of a toll-free telephone and/or a locally dialed telephone number for accepting VA calls. It is estimated that 90% of all requests for Beneficiary/Patient Transportation Services shall be placed initially by telephone - followed by a written request via Facsimile or email. Requests for service may also be in writing or oral from an authorized representative of the VA, and may be completed by telephone, facsimile, mail, e-mail, text message or in person.

2.6 If the Contractor's place of business is located beyond the local telephone call zone of the JAHVH (813) area code, the Contractor shall install and provide to the JAHVH, a toll-free number for accepting the JAHVH calls. It is estimated that 90% of daily contacts regarding questions and/or problems are initially addressed by telephone. Requests for service may also be in writing or oral from an authorized representative of the VA and may be completed by telephone, facsimile, mail, e-mail, or in person (by giving a written or verbal request).

2.7 The Contractor shall, at all times during the contract period, have on his/her premises a functioning fax machine, email and telephone to communicate requirements with the VA (i.e., patient incidents, requests for service, special correspondence, etc.). Each Contractor shall indicate if there is e-mail, fax and telephone availability for their company to complete communications with the VA (use of this communication system shall be mutually agreed upon).

2.8 Electronic Transmissions - The Contractor shall propose an electronic media (e.g. facsimile, e-mail),

available at all times during the Contract period to communicate requirements such as patient incidents, requests for services, special correspondence, etc. with the VA. Use of this communication system shall be mutually agreed upon after award but prior to contract performance.

2.9 Secure/Encrypted Email - The Contractor shall acquire compatible Public Key Infrastructure (PKI) to transmit encrypted email with personally identifiable information and receive similar encrypted email from the VA.

2.10 Request for Services

- a) Request(s) for VA Beneficiary/Patient Advanced Life Support Transportation Service (Ambulance) shall be provided to the Contractor as soon as it is known by the Beneficiary Travel Department (section) Supervisor of Transition Unit and/or AOD.
- b) Request for services shall be made in writing, email or telephonically. If the Contractor fails to provide emergency medical transportation (ambulance) service within the requested time after receiving a request or any order, STAT consult pick-up for Baker Act patients (voluntary/involuntary) under Mental Health commitments with a time frame of **15 – 30** minutes, the James A Haley VA Medical Center reserves the right to obtain the service from another source and to charge the Contractor with any excess cost which may result. Authorized representatives from the James A Haley VA Medical Center shall be the sole judge in determining when to order service from another source. If all required contracted vehicles are already in use by the James A Haley VA Medical Center and the VA requires additional service, the Contractor shall be contacted first to provide service. If the Contractor is not able to provide additional service, the VA shall contact another source at the VA's expense. The VA reserves the right to use station vehicles/drivers prior to using those of the Contractor.
- c) The Contractor shall ensure that requests for services are received from authorized medical center personnel and/or from Beneficiaries/Patients pre-approved by authorized VA staff which includes the Administrator on Duty (AOD), the Beneficiary Travel Office staff and the COR. Requests for services will be requested via secure email, manifests, fax and all requests will be followed up with a phone call to the dispatch center.
- d) Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto may be borne by the Contractor.
- e) The Contractor shall submit an invoice summary to account for all requests for services. The summary shall indicate the date and time of service call, name of beneficiary requiring services, type of transportation requested, designated pick-up and delivery points and actual time of arrival at the pick-up and delivery points. Copies of invoice summary shall be provided along with the invoices sent for payment to the COR and Budget Technician.
- f) The Contractor shall submit an invoice summary that includes the contract number, invoice date, invoice number, dates of service, total amount due and billable rates per the price and cost schedule. This is located in Section B of the Contract.
- g) All patient transportation requests shall be placed against the daily manifests and shall be verified against invoices and trip tickets. When ordering services, the VA medical facility shall provide the following information:
 - a) VA authorization number
 - b) Mode of transportation required;
 - c) Required date and time of arrival;

- d) Name of beneficiary;
 - e) Pick-up and delivery point;
 - f) Type of equipment required;
 - g) Last four of the patient's Social Security Number;
 - h) Any special instructions.
- h) Patients may be transported to or from any designated location within the defined service area, encompassing the state of Florida, to include county to county transports and within county transports for wheelchair and stretcher. All transports shall be between VA facilities or between the VA facility and a facility that provides care under VA auspices (i.e. Contract Nursing Home, Community Outpatient Clinics,) and/or between the home of the beneficiary receiving travel services and the VA facility. The VA staff shall specify the points of origin and the destination of every trip.
- i) When transporting patient(s) leaving the hospital, the Contractor shall be required, if necessary, to transport a maximum of three (3) items (boxes or luggage) of the patient's personal effects at no additional cost to the VA. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and a personal suitcase. When transporting patients to or from Medical facilities, the driver, acting for the Contractor, shall ensure that the patient's luggage, medical records, medications and prosthetic devices are properly accounted for and delivered with the patient, as required.

2.11 Nursing Homes / Assisted Living Facilities (ALF)

- a) When transporting patients to a VA or Community nursing home and/or ALF, upon arrival at the nursing home the driver shall give the VA Nursing Home Packet that accompanies the patient to the responsible nursing home staff member. 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 Beneficiary Travel Department or the AOD prior to proceeding to the destination.

2.12 Response Time

- a) The Contractor shall provide and respond to all Advanced Life Support patient transportation (Ambulance) calls in accordance with all Federal, State, and Local regulations governing dispatch of emergency medical (Ambulance) transportation vehicles and medical care of on-board patients.
- b) The Contractor shall maintain at a minimum, a 95% compliance rate on responses to pick-up or deliver quarterly. Failure of the Contractor to perform in accordance with this compliance rating may constitute sufficient cause for termination of the contract for cause [see FAR Clause 52.212-4(m)].
- c) The Contractor's vehicles must respond within **30** minutes after receiving a request or order. If the Contractor fails to furnish service within the required response times, the VA reserves the right to obtain the service from another source and to charge the Contractor with any excess cost that may result, which shall be deducted from the contractor's monthly invoice. The VA shall be the sole judge in determining when to order a transport service from another source. Response time shall be calculated from the Contractor's receipt of the telephonic/fax or email request for service.
- d) Baker Act transports will have a shorter request time frame necessity between **15-30**

minutes. If the Contractor is unable to meet the terms of the elevated transport request, The VA reserves the right to obtain service from another source.

2.13 PATIENT RIGHTS

- a) The Contractor shall be courteous to VA Beneficiaries/Patients and any Authorized Escort, Family Member passenger or Significant Other passenger and “SMOKING SHALL NOT BE PERMITTED” in the Contractors’ Vehicle.
- b) The Contractor shall immediately notify the VA of any incidents involving injury to VA patients during transport. The Contractor shall promptly complete and submit to the Contracting Officer and the COR, an Incident Report with all information necessary for any full review. The Contractor shall notify the COR, in writing or verbal, within 24 hours, of any complaints made by the patients or staff with regards to transportation services.
- c) Drivers must be courteous and considerate of all patients they are transporting. Any substantiated mistreatment of patients in the performance of this contract may be cause for immediate termination of the contract. Substantiated reports of mistreatment maybe referred to appropriate law enforcement authorities as applicable. The VA reserves the right to request driver removal from transporting VA patients if mistreatment is substantiated.
- d) The Contractor shall report any patient incident initially on a signed incident report within twenty-four hours of the incident to the Supervisor of the Transition Unit or the AOD. An assessment of the incident and a signed Contractor response to the incident to include training and process changes shall be submitted to the Transition Unit Supervisor within five days from the date of the incident. A signed final analysis to include education, training, and process changes to prevent future incidents shall be submitted within thirty days to the Transition Unit Supervisor and the COR.
- e) Drivers shall return patients in the order that they are called in. Drivers shall not skip departing patients to cover a longer distance versus a shorter distance. Only with the approval of the Supervisor of Transition Unit shall this be authorized. Any instances of without prior approval may lead to termination of the contract.
- f) The Contracting Officer may request an investigation of any unauthorized actions by the Contractor and a Plan of Correction. Repeated problems may warrant a Cure Notice issued by the Contracting Officer and/or Termination for Cause. The Contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No within scope recommendation shall be construed as being effective until and unless it is provided as a written modification to the contract from the Contracting Officer.
- g) The Contractor shall not employ any persons for work on this contract if such employee is considered by the VA contracting officer to be a potential threat to the health, safety, security, or operations of the VA its facilities or its staff. Contractor's employees shall understand, speak, read, and write the English Language. No employee of the Contractor can be a Federal employee, nor can they have any conflict of interest either real or perceived.
- h) The Contractor shall display a visible means of a medium (comment card with the Contractor’s address pre-printed, point of contact information to include, name, phone number, email address and fax numbers) that allows the patient to provide feedback, positive and/or negative to the Contractor. Contractor shall provide a quarterly report of patient feedback to the COR.

2.14 GENDER

- a) 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.

2.15 ESCORT

- a) An authorized official of the James A Haley Hospital Medical Center may, in the best interest of the beneficiary, allow a relative to accompany him/her. The VA reserves the right to have an escort, such as a relative, or care provider of beneficiary or VA staff accompany beneficiary when the VA determines that such an escort is in the best interest of the beneficiary. The VA shall also be the sole judge in determining when an escort is required. There shall be no additional charge to the VA when escorts are authorized to travel with beneficiary. Contractor shall only be required to transport escort with patient and shall not be required to return the escort back to point of origin (unless the escort is a VA attendant). James A Haley VA Medical Center reserves the right to send an authorized official (registered nurse, Licensed Practical Nurse, Nursing Assistant, or Physician) to attend the patient in a transfer from our facility when in the opinion of our medical staff such as trained attendant is necessary to the patient's welfare.
- b) Contractor is required to return VA attendant to the point of origin. Reimbursement shall be limited to mileage rates as stated in the Price/Cost Schedule. The furnishing of the VA attendant does not relieve the Contractor from furnishing a qualified attendant in accordance with this contract.
- c) The Contractor shall provide an attendant upon request of the VA. An attendant is defined as a Contractor employee other than the driver on a given trip that meets the qualifications needed for medical transport. The VA shall provide the Contractor with the medical diagnosis, medical condition, and special needs of the patient to determine the specific training and qualifications of the attendant needed. The Contractor shall ensure that each person employed is trained, qualified and certified to perform the duties required, including CPR certification.

2.16 RATES

- a) The web-based application at www.bing.com/maps, using the shortest time driving option, shall determine trip mileage. For all one-way trips ordered under this Contract, the Contractor shall receive the ALS or BLS base rate quoted. The ALS or BLS Base Rate shall constitute full compensation for one-way trips as defined herein.
- b) The same rates shall apply 24 hours per day. Payment for mileage traveled shall be limited to "one way only", the distance over which the patient is transported. Such mileage costs shall be paid in addition to the applicable ALS/BLS rate per trip for any trip. Allowable charges for mileage outside the contract service area (Florida) shall not exceed +5% of the web-based application at www.bing.com/maps using the shortest time driving option shall determine trip mileage.

2.17 WAIT TIME

- a) If the pickup is other than that at the James A Haley VA Medical Center, the Contractor shall call the Beneficiary Travel Office, during normal working hours, or the AOD, after- hours, as soon as the Contractor anticipates that a delay may develop for which he/she expects to claim reimbursement. This call is only for the purpose of verifying his arrival at the pickup point and is not necessary if the Contractor anticipates no delay for which he/shall claim pickup point and is

not necessary if the Contractor anticipated no delay for which he/she shall claim reimbursement.

2.18 TOLLS

- a) Transportation services listed in this Performance Work Statement do not include ferry, bridge, or road toll charges.

2.19 DRY RUNS/NO SHOW

- a) The Contractor shall be entitled to the applicable base rate when dry runs or no shows are encountered due to no fault or negligence of the Contractor. Order of services must have been requested by authorized VA Medical Center personnel.
- b) Contractor shall not charge dry run or no shows for trips if driver arrives too late to allow patients to keep scheduled clinic appointment. Driver shall take the most direct route from pick up location to destination unless legitimately unavoidable.
- c) Should the VA make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, the VA may notify the Contractor to cancel such order. For orders that are cancelled while the Contractor is already enroute before being notified, the Contractor shall be entitled to receive reimbursement based upon the following criteria:

Distance variables	Unit Price
0-10 miles	\$25.00
11-50 miles	\$50.00
51-150 miles	\$75.00

- d) This charge shall not be allowed if authorized VA personnel cancelled the trip within two (2) hours of the scheduled pickup time.
- e) Should the Contractor arrive at the destination before the VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor control, e.g., patient absence, or patient refusal, then the Contractor shall receive 100% of ALS or BLS PICK-UP for a one-way trip as provided in the schedule. Contractor shall not be entitled to mileage reimbursement.
- f) Contractor must report all dry runs or no shows at time of occurrence and verify with VA staff before driver is allowed to depart location.

2.20 Contractor Performance

- a) In the event, the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the Beneficiary Travel Department Transportation Clerks (813) 972-2000, extension 6208 or email at VHATAMVTSHASEmployees@va.gov and provide a justification for non-performance. The VA shall re-procure services that cannot be performed by the Contractor. The Contractor shall indemnify the VA for excess re-procurement cost, which may result from the Contractor's inability to perform the required service or for non-response during off business hours. Payment of re-procurement costs shall not relieve the Contractor from any other provision in this contract. The VA shall be the sole judge in determining when services

shall be re- procured.

- b) The Contractor shall be given “First-Right-of-Refusal” to travel to distant locations to pick-up “in-bound” VA Beneficiaries/Patients, on a “Request by Request” Basis. The Contractor is solely responsible for payment to the sub-contract provider; and for obtaining all of the paperwork from the sub-Contractor for the VA.
- c) At the time of the request, the Contractor shall acknowledge their ability to provide the service within the requested response time. If the Contractor cannot provide the services for any reason, they must notify the VA personnel requesting the service of their inability to provide the service. (All companies utilized as Subcontractors are subject to the approval of the VA and the Contractor must provide a list of such Subcontractors to the VA). In the case when a Subcontractor is utilized, they must meet all response times and all other requirements of this contract. The Contractor shall not charge the VA a cancellation fee when cancellations are made prior to the request to the special mode transportation dispatch.
- d) The VA reserves the right to substitute the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or no-shows. There shall be no additional charge to the VA when such changes occur.
- e) The Contractor employee shall determine upon arrival at the Beneficiary/Patient pick-up point, if the condition of the Beneficiary/Patient scheduled for pick-up is different than what was stated on the travel request, if so, the Contractor shall immediately notify the VA Travel Section and/or Administrative Officer of the Day (AOD) for further instruction in Patient Transport mode. If a Beneficiary/Patient being transported declines to be properly seat-belted he/she should not be transported. The Transportation Clerk should be notified promptly who may discuss such safety requirement with the Beneficiary/Patient via Telephone and/or in person. If the patient removes the securing devices during the trip, the transportation office should be notified of this upon Contractor employee’s arrival at destination. The Contractor is not required to transport any Beneficiary/Patient who refuses to be properly secured while being transported.
- f) Contractor employee shall ensure proper loading/unloading techniques are followed at all times. Patients in wheelchairs shall be loaded onto ramps, ensuring all safety systems are working properly, e.g. roll back stops, and the driver must ride the lift with the patient during loading/unloading. Patients in motorized scooters MUST transfer to a vehicle seat. NO patient shall be allowed to ride a motorized cart (scooter) on to the vehicle lift at ANY time. The Contractor shall ensure that drivers receive appropriate safety training on loading/unloading techniques and such training shall be documented and made available to the COR or designee annually and/or prior to contract submission or renewal. Failure to comply with this provision may be grounds for Termination for Cause in accordance with FAR 52.212-4(m)

2.21 Contractor Responsibilities

- a) The Contractor shall meet all requirements of Federal, State, and City code regarding operation of this type of business to include ALS/BLS support and ground transportation services. The Contractor shall be licensed as both an advanced and basic life support ambulance service by the State of Florida Department of Health, Bureau of Medical Services to provide Emergency Medical Services (reference Section 401, Florida Statutes and Section 64-E-2, Florida Administrative Code). Specific to here, the Contractor shall (Reference Section 401, Florida Statutes and Section 64-E-2, Florida Administrative Code). The Contractor shall maintain licensure/certification/Certificate of Public Convenience Necessity (COPCN) with the state of

Florida, and Hillsborough County, as applicable, throughout the life of the contract. In the event the license/certification/COPCN lapses or expires, this could be cause for termination of the contract.

- b) Contractors must have established the relevant experience with providing ALS and BLS ambulance service and are financially responsible and capable of providing the services. The Contractor shall maintain documentation demonstrating they meet all requirements of Federal, State, County, and City codes regarding operation of this type of service. Required documentation shall be made available to the VA immediately upon request by the Contracting Officer for the duration of this contract and applies to any sub- Contractors employed by the Contractor.

2.22 CONTRACTOR QUALIFICATIONS

- a) The successful offer or must submit a letter in duplicate, prior to award, fully describing the make of vehicle(s), model and year which he agrees to furnish under this offer including the location and telephone numbers of the establishment where calls are received, and vehicles are immediately available for dispatch. This letter must contain information as the metering devices or methods the offeror proposes to use in determining mileage. The Contracting Officer shall be notified in writing of any vehicle equipment adds/subtracts after award of contract.
- b) Offers shall be considered from offerors who are established in the business and are financially responsible and have the necessary equipment and personnel to furnish service in the volume required for all items under this contract. Successful offeror shall meet all applicable Federal, State and Hillsborough County licensure/certification/Certificate of Public Convenience Necessity (COPCN) requirements regarding operations of this type of service.

2.23 CONTRACTOR PERSONNEL QUALIFICATIONS

- a) Within fourteen (14) days after receipt of award notification, the Contractor shall provide evidence of required training, certifications, licensing and any other qualifications of any personnel performing services under this contract. The initial documentation shall be provided to the Contracting Officer. Within fourteen (14) days after receipt of award notification, the Contractor shall provide the COR with a list of all employees authorized to provide ALS/BLS transportation services under this contract. These individuals must complete a VA issued security check within thirty (30) days from the Government's receipt of the list of names. The background check shall be conducted by the James A. Haley VA Hospital Human Resource Department and shall include the Contractor's employees to have their fingerprints captured. Within fourteen (14) business days after contract award the Contractor shall provide to the COR the following employee information:
 - i. Name
 - ii. Position
 - iii. Title and Work assignment area

Thereafter, any personnel changes shall be submitted within two (2) business days after the changes occur.

- b) Drug Testing Policy - The Contractor shall have internal policies and procedures for identifying and preventing employee drug and alcohol abuse.

- c) Contractor employees shall conduct themselves in a business-like manner at all times while on VA premises and or at other affiliated healthcare facilities. Contractor shall furnish an identifying badge with name, function, and name of Contractor and a photograph of the employee. Contractor personnel shall wear an appropriate and professional uniform.
- d) Contractor personnel performing contract services shall meet at all times, the qualifications 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.
- e) Contractor employees shall conduct themselves in a professional manner at all times while on VA premises. Contractor employees shall be clearly identified by a company uniform and badge/logo. Contractor vehicles shall also be clearly marked with the company badge/log. The veteran beneficiary receiving the transportation services shall have the VA authorization number associated with the trip request and can confirm that the Contractor employees are authorized and proper to transport.
- f) The Contractor shall ensure the all personnel performing services under this contract shall meet the following requirements:
 - 1) Ensure and certify personnel performing the services required under this contract are properly licensed and fully trained in the use of the vehicle and equipment that shall be used in carrying out contracted services.
 - 2) The Contactor shall ensure minimum staffing requirement as mandated by the State of Florida are met. Each vehicle shall be operated with sufficient personnel for adequate patient care, at least one of whom shall be an Emergency Medical Technician (EMT).
 - 3) A record of each employee as to character, physical capabilities, and qualifications performing the duties of an ambulance driver or attendant shall be maintained at the Contractor's establishment and made available for inspection upon request for the Contracting Officer or COR. A roster of Paramedics, Registered Nurses (RN), Emergency Medical Technicians (EMT), and Non-emergency Attendant Drivers (EMTs and LPNs if used to provide these services) shall be furnished to the Contracting Officer or COR and shall contain the following information:
 - a) Name
 - b) Paramedic or EMT license number
 - c) Date of initial training
 - d) Date of refresher training
- g) Record of each employee as to character and physical capabilities of performing the duties of a medical patient transport driver/attendant must be maintained and made available for inspection upon request.
- h) The contracting entity shall ensure that all services provided by Contracted individuals who are LIPs (Licensed Independent Practitioner) shall be within the scope of his or her privileges.
- i) **Emergency Medical Technicians** providing emergency services on this contract shall meet the following training requirements:
 - 1) Have completed training in accordance with the standard published by the US Department of Health and Human Services (PL 93-154) and follow Florida Statutes (401.2701) requiring a minimum of 110 hours, with at least 20 hours of supervised clinical supervision, including 10 hours in a hospital emergency department. EMTs shall also meet ongoing recertification requirements standards determined by the State of Florida.

- 2) Evidence of the “equivalent” training program successfully completed by the EMT shall be submitted to the Contracting Officer or COR upon completion of the certification no later than one week from the completion date.
 - 3) The EMT shall be certified, licensed, or otherwise officially recognized by the local, state or regional government or public entity where the emergency ambulance service is operated or by which it is governed. Current and updated certifications of EMTs providing service under this contract shall be submitted to the Contracting Officer or COR upon completion of the certification no later than one week from the completion date.
- j) Paramedics providing emergency services on this contract shall possess the following qualifications:
- 1) Have completed the required all emergency medical technician and paramedic recertification training. All recertification training equals at least 700 hours of training that provide didactic and skills practice components, including a field internship experience aboard an advanced life support permitted ambulance.
 - 2) The Paramedic shall be certified, licensed, or otherwise officially recognized by the local, state or regional government or public entity where the emergency ambulance service is operated or by which it is governed should be submitted to the COR.
- k) Evidence of the “equivalent” training program successfully completed by the Paramedic with a copy of State of Florida Certification Certificate shall be submitted to the Contracting Officer or COR.
- l) Drivers shall have a valid operator's license in accordance with State of Florida for the operation of services they perform, and, shall be in reasonably good health, with a record of current immunizations/vaccinations present in their employee file. Drivers providing service under this contract shall have a valid ambulance personnel license with a driver designation as required by Federal, State, and local law should be submitted to the COR.
- m) Contractor shall ensure each ALS and BLS driver who operates a permitted vehicle meets qualifications listed in Section 401.281, F.S. and shall be responsible for assuring that its drivers are knowledgeable and competent in emergency vehicle operations thoroughly familiar with the vehicles assigned.
- n) Ambulance drivers shall complete at least a 16-hour course of instruction on driving an authorized emergency vehicle, as defined by Section 316.003 (1) F.S., which shall include at a minimum, classroom and behind-the-wheel training.
- o) Attendant/driver shall have successfully completed standard and advanced first aid courses including use of cardiopulmonary resuscitation techniques (CPR) of the American Red Cross, U.S. Bureau of Mines or equivalent; be able to safely use all associated equipment, such as a wheelchair lifts, and fire extinguishers; and been fully briefed and trained in passenger assistance techniques. Proof in the form of a current certificate that first aid training has been successfully completed shall be available upon request.
- p) All Contractor employees shall be enrolled periodically in “refresher” continuing education or

advanced training programs as approved and required by the State of Florida, Department of Health Bureau of Emergency Medical Services. Such refresher training shall be submitted to the Contracting Officer or COR upon request for verification of compliance. In no instance may this continuing education training be less frequent than every two years.

- q) The Contractors' drivers/attendants must have a record of current/recurrent training completed in their employee file, for:

Blood Borne Pathogens and Hazardous Materials Training. Life Safety

Management - Fire preparedness procedures.

Familiarization with the various Alert/Emergency Code Names used by the VA Medical Center.

Basic First Aid and CPR.

Proper operation of safety features of a Wheelchair and Patient Transport Stretcher and the various vehicle devices, including any lift mechanism and any locking/securing devices for such Patient and/or their Wheelchair and Transport Stretcher.

The Privacy Act of 1974.

The Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Handling and Disposal of Bio-Hazardous Waste.

- r) During the period of performance, if the Contractor proposes to add-on or replace personnel to perform contract services, the Contractor shall submit the required evidence of training, certifications, licensing and any other qualifications to the CO and the Contracting Officer. Prior to performing any services, at no time shall the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the personnel qualifications of this contract.

2.24 VEHICLE AND INSURANCE

- a) The Contractor shall have all required licenses and/or permits required to perform this work prior to performing any services. He/She shall take all 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, his 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.
- b) The Contractor shall maintain personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the State of Florida and in accordance with VAAR 852.237-7. 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 calendar days prior written notice to the Contracting Officer.
- c) Insurance: The following minimum insurance coverage shall apply to this contract: 1) Worker's Compensation and Employer's Liability Insurance in accordance with the Office of Workers' Compensation Programs (OWCP). Contractors are required to comply with applicable Federal

and State worker's compensation and occupational disease statutes. If occupational diseases are not commensurable under those statutes, they are 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. The Contractor must hold Employer's liability coverage of at least a minimum of \$100,000.

1. General Liability: Covers liability exposures, such as lawsuits, and property or personal injury on the premises of a business): at least a minimum of \$500,000 per occurrence.
 2. Automobile Liability: at least a minimum \$200,000 per person, at least a minimum \$500,000 per occurrence for bodily injury and at least a minimum \$20,000 per occurrence for property damage. The Contractor shall provide proof of liability insurance, as listed above, prior to commencement of work.
- d) The VA reserves the right to inspect the Contractor Team equipment and vehicles or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing transportation vehicles. VA inspections of Contractor equipment shall not constitute a warranty that the Contractor's vehicles and equipment are properly maintained.
 - e) The VA reserves the right to restrict the Contractor use of equipment and vehicles that are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the Contractor from performing in accordance with the strict intent and meaning of the contract and without additional cost to the VA.
 - f) Vehicles shall meet all current applicable Federal, State and local specifications and regulations including, but not limited to, licensing, registration, and safety standards.
 - g) Vehicles shall be clean (no blood, saliva, urine, any patient discharges) and maintained in good repair in accordance with manufacturer's instructions and specifications, at all times during the performance of this contract.
 - h) The Contractor shall not be permitted to borrow medical equipment from the Medical facilities. Contractor shall at no time and under any circumstances exchange equipment with VA. At no time shall the Contractor leave vehicles on VA premises unless a pick-up or delivery is in process.
 - i) The Government reserves the right to restrict the Contractor's use of their equipment and vehicles which are in need of repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the Contractor from performing in accordance with the strict intent and meaning of the contract without additional cost to the Government.
 - j) All new ambulance vehicles shall conform to current Federal Specifications as published by the General Services Administration, Specification Section. Ambulances that were constructed prior to the implementation of the current Federal Specifications shall conform to the applicable Federal Specifications that were in effect at the time of original construction. Federal Specifications may be reviewed at:

<https://apps.fas.gsa.gov/vehiclestandards> Ambulances under the terms of this contract shall be Hillsborough County -licensed and vehicles shall be Florida -permitted.

- k) Each medical transportation vehicle (ambulance) shall have patient compartment facilities, oxygen and suction systems and equipment, environment climatic equipment, communications and additional systems, equipment, accessories and supplies as required by the applicable Federal Specifications. The current Federal Specifications may be reviewed at <https://apps.fas.gsa.gov/vehiclestandards>.
- l) The VA will provide in-services to the Contractor for any equipment that is no longer compatible with their onboard equipment so that the Contractor can acquire the proper medical equipment needed for transport and care.
- m) In order to protect the lives and health of patients, the Contractor shall take such safety precautions as the Contracting Officer, or his designate, may determine to be reasonably necessary. The Contracting Officer, or his designate, shall notify the Contractor of any safety non-compliance and the action to be taken.
- n) The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order, stopping all or any part of the work.
- o) The Contractor 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 patients, 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.
- p) Contractor shall be responsible for using appropriate driver screening and selection criteria when employing drivers. Such screening shall include but not be limited to testing drivers for prohibited drug use and alcohol misuse; a criminal background check, to the maximum extent permitted by State of Florida law and their motor vehicle drivers/operators' license history and driving skills.
- q) Government reserves the right to thoroughly inspect and investigate the Contractor's establishment, facilities, business reputation, equipment and vehicles or require documentation of compliance with contract specifications and State laws, rules, regulations, and guidelines governing medical transport vehicles (ambulances), after contract award. The Government inspections of Contractor facilities shall in no way constitute a warranty by the Government that the Contractor's vehicles and equipment are properly maintained.
- r) Contractor attests that assigned personnel have fulfilled all testing and screening requirements as described in Section 6 Requirements, prior to first duty shift. Evaluations and tests shall be current within the past year, except as noted. At VA's request, Contractor shall provide proof that all requirements are current and fully met as described, within 2 days of request.

2.25 INFECTION CONTROL REQUIREMENTS

- a) For those with previous documented positive Purified Protein Derivative (PPD) test results: All Contractor personnel shall provide a note from their physician, dated within the past three months of contract award stating they are free of any signs and symptoms of tuberculosis. This evaluation shall be submitted to the COR and renewed annually.
- b) For those with previously negative PPD skin test results: All Contractor personnel shall

provide proof of a negative reaction to PPD testing, performed in accordance with the latest CDC standards and CDHC/California Tuberculosis Controllers Association guidelines, within the past 6 months. This test shall be renewed annually. Contractor is responsible for providing this annual document to the COR.

- c) For PPD skin converters (a change from a previously negative skin test to positive; defined as an increase in duration of 10mm or more than 2 years). An evaluation from their physician within 30 days of the positive test stating they are free from signs/symptoms of TB and indicating whether prophylactic treatment is indicated. If treatment is indicated, a note from the physician stating it was satisfactorily completed to the COR.
- d) All Contractor personnel shall provide proof of immunization for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1/8, a rubella immunization shall be administered with a follow-up documentation provided to the COR.
- e) Contractor employees shall receive training from JAHVAH safety and training departments on how to handle bio-hazardous waste during transport and how to properly dispose of bio-hazardous waste in designated containers, including how to dispose in designated containers when onsite at James A. Haley Veterans Hospital. The Contractor shall not dispose of any bio-hazardous materials at any location on the medical facility premises that are not designated for bio-hazardous waste.

2.26 QUALITY CONTROL

- a) The Contractor shall develop and provide a complete Quality Control Program (QCP) to assure the requirements of this contract are provided as specified, during the life of the contract.
- b) The QCP shall specify the type of inspections (i.e. scheduled, unscheduled), areas for inspection, frequency of inspections, and who shall conduct the inspections, with his/her title specified.
- c) The QCP records must note findings and necessary corrective action taken, the timeframe, and follow-up responsibility/issues. The VA reserves the right to request copies of any inspection.
- d) The Contractor must have established internal procedures for updating medical service protocols that have been revised, requires changes, and/or incorporation of new protocols since licensing. The changes to processes, equipment, and/or protocol that may affect performance of contract must be communicated in writing to the COR.
- e) The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. An original and one (1) copy of this QCP shall be forwarded to the CO along with the requested initial proposal. The Contracting Officer shall review the QCP and list any needed clarifications, and return to Contractor for response, if necessary.
- f) The Contractor Team's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
 - 1. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished and documented, or the title of the individual(s) who shall perform the inspections.

2. Records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
 3. 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.
 4. 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 patients in the event of mechanical breakdown of vehicle.
 5. Records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
 6. 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 or communication device.
 7. Records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.
- g) The Contractor must have quality improvement mechanisms in place that allows their company to evaluate the quality of services performed by using established methods for identifying and preventing deficiencies before the level of performance becomes unacceptable. Specific organizational monitoring functions and areas must be identified with levels of responsibility associated, noting intermediate supervisory responsibility and overall management responsibility for ensuring total acceptable performance.
- h) The Contractor must have employee records available on-site that identifies the character, physical capabilities, certifications, and ongoing training records of each employee performing services under this contract.
- i) A log or trip ticket to account for all requests for service - The Contractor must use a log or trip ticket to account for all requests for services. The log shall indicate the date and time of service call, name of beneficiary requiring service, type of transportation requested, designated pick-up and delivery points, actual time of arrival a pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed. The trip ticket shall also contain a patient trip evaluation section, which should be completed for ongoing monitoring of customer comments.
- j) The Contractor shall keep onsite records for tracking customer complaints or problems with the procedures or initiatives implemented for correction and/or elimination of the problem before negative effects caused interruption of performance on contract. The VA reserves the right to request copies of any complaints received by the Contractor.

2.27 CONFIDENTIALITY OF PATIENT RECORDS AND PRIVACY

a) 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 HHS/OIG List of Excluded Individuals/Entities on the OIG website (www.hhs.gov/oig) 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.

b) Contractor is considered to be a VA Contractor for purposes of the Privacy Act, Title 5 U.S.C. 552a. Further, for the purpose of VA records access and patient confidentiality, the Contractor is considered to be a VA Contractor for the following provisions: Title 38 U.S.C. 5701, 5705, and 7362. Therefore, Contractor may have access, as would other appropriate components of VA, to patient medical records including patient treatment records pertaining to drug and alcohol abuse, HIV, and sickle cell anemia, to the extent necessary to perform its contractual responsibilities. However, like other components of the Department, and notwithstanding any other provisions of the contract, the Contractor is restricted from making disclosures of VA records, or information contained in such records, to which it may have access, except to the extent that explicit disclosure authority from VA has been received. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA.

c) The records referred to above shall be and remain the property of VA and shall not be removed or transferred from VA except in accordance with U.S.C. 551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimant's records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records.

d) The VA (and therefore the Contractor) must comply with all applicable privacy and confidentiality statutes and regulations. 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 Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs. In accordance with HIPAA, the Contractor may be required to enter into a Business Associate Agreement (BAA) with the VA.

SECTION 3 GOVERNMENT-FURNISHED PROPERTY

3.1 As stipulated in Section 4 below, the Government will not supply any government equipment, linens, etc. In the even any items are accidentally taken with patients, the items must be returned to the location retrieved from. The Contractor shall furnish all linens, blankets, and supplies. The JAHVA Medical Center shall not participate in a linen exchange program or any supply exchange program. The Contractor shall not be permitted to borrow medical equipment from the Medical facilities. The Contractor shall provide all sheets, and blankets and other equipment and supplies required for use while in transport, for direct patient care. Contractor shall at no time and under any circumstances exchange supplies, equipment, and/or medications with the JAHVA.

3.2 PIV Badges are required to be worn at all times. Contractors are required to notify the Contracting Officer Representative (COR) if a badge gets lost or stolen. Badges are required tube turned in upon completion of the performance period unless working on multiple contracts or within multiple facilities.

3.3 As stated above in Section 2 above, the VA will provide in-services to the Contractor for any equipment that is no longer compatible with their onboard equipment so that the Contractor can acquire the proper medical equipment needed for transport and care.

SECTION 4 CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES

4.1 All new ambulance vehicles shall conform to current Federal Specifications as published by the General Services Administration, Specification Section. Ambulances that were constructed prior to the implementation of the current Federal Specifications shall conform to the applicable Federal Specifications that were in effect at the time of original construction. The ambulance under the terms of this contract shall be Florida -licensed and vehicles shall be Florida-permitted.

4.2 Contractor Vehicles shall contain at a minimum, the following:

- 1) Loading platform shall be integral to the vehicle and made of a least thirteen (13)-gauge steel.
- 2) Platforms shall have raised edges, be counter balanced, self-adjusting to curbs and sidewalks, and self-storing. When not in use platform shall be securely stored so as not to block the vision if the driver or inconvenience the patient.
- 3) Side and rear loading doors shall be operational from both inside and outside vehicle.
- 4) Vehicle shall have clamp cleats or belts to firmly anchor wheelchair/scooters and prevent movement in any direction.
- 5) Steps shall be treated with non-skid material.
- 6) Vehicle shall have safety belts for all occupants.
- 7) Vehicle shall have working heating, air conditioning, and adjustable temperature controls.
- 8) Vehicle shall contain four (4) emergency flares and warning lights, and one (1) five (5) pound ABC rated fire extinguisher with fire extinguisher tag showing record of inspections.
- 9) Vehicle shall contain a First Aid Kit and band aids, gauze, elastic bandages, sterile gauze pads, triangular bandages, cleansing wipes, tape, scissors, eye pads, and ammonia inhalants. All items shall be packed in sterile containers.

- 10) Vehicle shall have two (2) blankets.
- 11) Vehicle shall have on board supplies to provide infections control precaution procedures.
- 12) A two-way radio that shall be fully operational at all times during contract performance and map/directional device.
- 13) The Contractor shall provide sheets, blankets, other equipment and supplies required for use while in transport.
- 14) Every driver under this subchapter shall post their driver's permit in such a manner as to be continually visible and readable at all times by any and all passengers as required by Florida State Law.

4.3 Each medical transportation vehicle (ambulance) shall have patient compartment facilities, oxygen and suction systems and equipment, environment climatic equipment, communications and additional systems, equipment, accessories and supplies as required by the applicable Federal Specifications.

SECTION 5 GOVERNMENT TERMS

5.1 Use of Sub-Contractors: The Contractor is free to subcontract service in order to satisfy the service request. However, the prime Contractor must ensure that their employees are providing 51% of more of the effort at all times under the contract. All companies utilized as Subcontractors shall be subject to the approval of the VA and shall meet all requirements of this contract. The Contractor shall disclose use of any Subcontractors and ensure all certification and training requirements are in compliance with federal, state, and county regulations governing ambulance services. The Contractor shall be responsible for all subcontracting services provided under this contract. Subcontractor's invoices shall not be submitted directly to the VA, but rather shall be incorporated as part of the prime Contractor's regular monthly invoicing.

5.2 Contract Modifications: This contract shall be Firm Fixed Price (FFP) based on fixed prices for the line items associated with the base and option years listed in the contract. Any adjustment to the line item pricing or other terms and conditions of the contract can only be accomplished through a modification signed by the Contracting Officer. If an extraordinary and persistent situation occurs that drastically affects the contract pricing, such as a prolonged gas price increase or fuel shortage, then the Government may consider a reasonable price adjustment through modification. However, the Government shall be the sole and final authority on what conditions warrant such consideration and how much the contract pricing shall be adjusted.

SECTION 6 CONTRACTOR PAYMENTS

6.1 All charges incurred in the use of supplies and/or equipment is to be included in the unit prices quoted. The James A Haley VA Medical Center reserves the right to reject payment for additional supplies and/or equipment used in the performance of this contract unless specifically ordered or required for patient care and it is not a common item customarily furnished.

6.2 The VA shall review and reconcile invoices with trip tickets and travel logs. Unauthorized charges shall be rejected pending investigation. Unauthorized charges are those that are• being disputed or have not been pre-approved by authorized VA personnel, and that are not allowable under the contract. A final determination shall be made, within 30-days, after notifying the contractor of charges being rejected. However, if an item or service is required on a trip that is not specifically listed in the pricing section of this contract, the contractor shall not withhold use of that item or service on that particular trip.

6.3 The Contractor shall be paid monthly in arrears upon receipt of a properly executed invoice. Each invoice shall represent charges covering the first day of the month to the last day of the month. Invoices for payment shall include a copy of the trip ticket and the VA authorization number to ensure payments. Invoices should be submitted to the COR via email monthly for review prior to submission to Financial Service Center in Austin, Texas. Each invoice shall include:

1. Authorization number
2. The contract numbers
3. Purchase order number
4. Patient's name
5. Patient's last four Social Security Number
6. Date of Service
7. Origination/Destination of Trip
8. Mileage charged, if applicable
9. **Total number of miles traveled**
10. Total cost, according to contract pricing

6.4 In order to comply with James A. Haley Veterans' Hospital accounting procedures and provide an audit trail for questions and concerns pertaining to payment, the contractor, shall be given an authorization number, corresponding with each trip request in advance. This number must be referenced on all invoices as applicable.

6.5 All charges incurred in the use of supplies and/or equipment is to be included in the unit prices quoted. The James A Haley VA Medical Center reserves the right to reject payment for additional supplies and/or equipment used in the performance of this contract unless specifically ordered or required for patient care and it is not a common item customarily furnished.

SECTION 7 INFORMATION SYSTEM DESIGN AND DEVELOPMENT

- a) Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.
- b) The contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
- c) The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.
- d) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- e) The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.
- f) The contractor/Subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
- g) The contractor/Subcontractor agrees to:
 - (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - (a) The Systems of Records (SOR); and
 - (b) The design, development, or operation work that the contractor/ Subcontractor is to perform;
 - (1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the

proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/Subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 30 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor shall provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible

for operations or maintenance of the Systems, they shall apply the Security Fixes within 30 days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

SECTION 8 INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

- a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non- VA facilities, contractors/Subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.
- b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
- c. The contractor/Subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/Subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/Subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ Subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
- d. The contractor/Subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/Subcontractor. The contractor/Subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
- e. VA prohibits the installation and use of personally-owned or contractor/ Subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security

controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non- VA owned OE.

f. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/Subcontractor or any person acting on behalf of the contractor/Subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ Subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/Subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

g. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

- (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
- (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
- (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

SECTION 9 VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS:

- a. Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
- b. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- c. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- d. The Contractor or Subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or Subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all Subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract the Contractor shall be responsible for the actions of those individuals that provide or perform work for the VA.

1. Position Sensitivity – The position sensitivity has been designated as LOW risk.
2. Background Investigation – The level of background investigation commensurate with the required level of access is National Agency Check (NACI) with written inquiries.
3. Contractor Responsibilities:
 - a. the Contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the Contractor shall reimburse the VA within 30 days. The web site which provides information on the cost of the security investigation is: www.opm.gov/extra/investigate – Select Federal Investigations Notices (FIN01-01).
 - b. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak, and understand the English language.
 - c. The Contractor shall provide to the Contracting Officer or COR prior to award the following:

(1) List of names of contract personnel. (2) Social security numbers of Contractor personnel. (3) Home address of Contractor personnel or the Contractor address. The Contracting Officer or COR shall submit the above information to the Office of Security and Law Enforcement, Washington, D.C. The Office of Security and Law Enforcement shall provide the necessary investigative forms (these forms are indicated in paragraph 3.d. below) to the Contractor's personnel, coordinate the background investigations with OPM, and notify the Contracting Officer, COR, and Contractor of the results of the investigation.

d. The Contractor shall submit or have their employees submit the following required forms to the VA Office of Security and Law Enforcement within 30 days of receipt:

- (i) Standard Form 85P, Questionnaire for Public Trust Positions
- (ii) Standard Form 85P-S, Supplemental Questionnaire for Selected Positions
- (iii) FD 258, U.S. Department of Justice Fingerprint Applicant Chart
- (iv) VA Form 0710, Authority for Release of Information Form
- (v) Optional Form 306, Declaration for Federal Employment
- (vi) Optional Form 612, Optional Application for Federal Employment

e. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

f. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

VA INFORMATION CUSTODIAL LANGUAGE:

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

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

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

d. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or

Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated, and appropriate actions taken in accordance with VHA Handbook 1600.1, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

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

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

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

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

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

SECURITY INCIDENT INVESTIGATION:

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

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

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

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

LIQUIDATED DAMAGES FOR DATA BREACH:

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) Date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information shall or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

- (1) Notification;

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

SECURITY CONTROLS COMPLIANCE TESTING:

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the Contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

TRAINING:

a. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete VA Privacy and Information Security Awareness and Rules of Behavior Training and Privacy and HIPAA Training.

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Rules of Behavior*.

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

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

IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

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

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any

other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data-General, FAR 52.227-14(d) (1).

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

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

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

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

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

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

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

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations:

(i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

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

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

B.3 CONTRACT ADMINISTRATION DATA

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

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

a. CONTRACTOR_____ (Contractor's Name)

ADDRESS_____ (Street)

_____ (City-State-Zip)

POINT OF CONTACT_____ (Name/Title)

PHONENO. _____

FAX NUMBER _____

E-MAIL _____

DUNSNUMBER _____

b. GOVERNMENT: Brian MacLean, Tampa VA, Brian.Maclean@va.gov

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

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

3. INVOICES: Invoices shall be submitted in arrears in accordance with:

a. **852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS** (NOV 2012)

4. GOVERNMENT INVOICE ADDRESS: The VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with **Tungsten Corporation e-Invoicing Network** for submissions of all electronic invoices to VA. Tungsten Network electronic invoicing is free to all VA vendors. In order to submit electronic invoices, all VA vendors must register with Tungsten Network by submitting an email to Tungsten Network VA.Registration@tungsten-network.com or calling (877)752-0900, option 2 for Enrollment.

Contractor shall submit an electronic invoice to VAFSC e-Invoice by the tenth (10th) of the following month services were performed through the website <https://portal.ob10.com/Login.aspx>. For questions regarding the submission of VA electronic invoices, call Tungsten Network customer service at (877)489-6135. Invoices sent to Tungsten shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, the extended

price, and the total invoice cost. Invoices shall include any payment discount terms. A separate invoice shall be sent to the COR to validate/certify invoices. For questions regarding invoice receipt/payment, call VAFSC at (877)353-9791 or email vafscshd@va.gov. Payments shall be made monthly in arrears upon receipt of a proper invoice.

FACSIMILE, E-MAIL, AND SCANNED DOCUMENTS ARE NOT ACCEPTABLE FORMS OF SUBMISSION FOR PAYMENT REQUESTS

For assistance setting up e-Invoice, the below information is provided:

- Tungsten Network e-Invoice Registration: VA.Registration@tungsten-network.com
- Tungsten Network e-Invoice Setup Information: (877)752-0900 (Option 2 –Enrollment)
- OB10 Portal to submit electronic invoices: <https://portal.ob10.com/Login.aspx>
- Tungsten Network Customer Service: (877)489-6135
- VAFSC – for Invoice receipt or payment questions, call: (877)353-9791 or
- VAFSC Email: vafscshd@va.gov

(End of Clause)

SECTION C - CONTRACT CLAUSES

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018

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

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

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-7	Anti-Kickback Procedures	MAY 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.224-1	PRIVACY ACT NOTIFICATION	MAY 2019
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.216-19	ORDER LIMITATIONS	OCT 1995
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008

The following additional contract requirement(s) or terms and conditions determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices are as follows:

- 52.202-1, 52.203-16, 52.203-17, 52.211-11, 52.232-19, 52.237-2, 52.242-15, 52.247-28
- 852.209-70, 852.219-74, 852.237-7, 852.228-71, 852.273-74, 852.215-71, 52.237-3

C.2 MANDATORY WRITTEN DISCLOSURES

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

(End of Clause)

C.3 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) 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 expiration of the contract.

(End of Clause)

C4. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

The specific rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause. Pricing must be done up front in order to properly use this clause.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

C.6 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.7 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 FAR32.001;

(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 FAR32.905.

(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.8 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 Florida. 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.9 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 employer's liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 See attached document: Attachment Past Performance References.

D.2 See attached document: Attachment Past Performance Questionnaire.

D.3 See attached document: Attachment Contract Security Services Request.

D.4 See attached document: Attachment Contractor Employee Fingerprinting Request.

D.5 See attached document: Attachment VA-National-Rules-of-Behavior.

D.6 See attached document: Attachment Quality Assurance Surveillance Plan.

D.7 See attached document: Attachment Subcontracting Plan Model.

D.8 WAGE DETERMINATION

The DOL Wage Determination for the specific locality is available at www.wdol.gov. Please note the listing below is not all-inclusive wage determination of each area of performance. It is the contractor's responsibility to obtain and evaluate each wage determination locality.

WD 15-4571 (Rev.-7) was first posted on www.wdol.gov on 01/01/2019
Area: Florida Counties of Hernando, Hillsborough, Pasco, Pinellas
<https://www.wdol.gov/wdol/scafiles/std/15-4571.txt?v=7>

SECTION E - SOLICITATION PROVISIONS

<u>FAR 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
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2018
52.217-5	EVALUATION OF OPTIONS	JUL 1990

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

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

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

E.1 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)

The following additional contract requirement(s) or terms and conditions determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices are as follows:

52.209-5 52.209-7 852.233-70 852.233-71

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

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

1. Technical Capabilities

2. Past Performance

3. Price

- (b)**Lowest Price Technical Acceptable** : The Government will award one contract to the responsible offeror who submits the **Lowest Price Technically Acceptable (LPTA)** offer conforming to the requirements of this solicitation. The Government will determine each offer's acceptability based on a fair and consistent evaluation process. Each offer will be rated as either "acceptable" or "unacceptable" for each evaluation factor listed below. All factors must be rated as "acceptable" in order for the offer to be evaluated further for price. If any factor is determined to be "unacceptable", the entire offer will not be considered further for award. Evaluation of price will be made on the total proposed price (including base and all option years) and must also be determined to be fair and reasonable. Offerors are cautioned that an unrealistically low price or materially unbalanced pricing may be grounds for eliminating a proposal on the basis that the offeror does not fully understand the requirement.

The Government will conduct a review of all the proposals received, identify the lowest priced proposal, and evaluate this proposal first. If all Factors are rated "Acceptable", all other requirements are met (socio-economic status, responsibility determination, etc.) and the proposed price is determined to be fair and reasonable, the Government will consider this proposal for award. If a decision to award this first evaluated proposal is made, the other submitted proposal will not be evaluated. If the lowest priced proposal is not selected for award, the next lowest proposal will then be evaluated. If the next lowest proposal is not selected for award, the Government will continue with this process until the lowest priced technically accepted proposal is selected for award.

Information not contained in an offeror's proposal will not be considered during the evaluation. The Government intends to make award selection without discussions, but may determine after evaluating proposals submitted that discussions are necessary and conduct them as appropriate. The Government reserves the right to make no award if no offers meet the requirements of this solicitation.

BASIS OF AWARD

- A. Evaluation factors:** This solicitation will be **Lowest Price Technically Acceptable**. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors." The following factors shall be used to evaluate proposals:

1. Technical Capabilities

- Subfactor one - Technical approach and capabilities
- Subfactor two - Staff and training
- Subfactor three - Vehicles, equipment, and facilities
- Subfactor four - Quality control plan
- Subfactor five - Licenses, certifications, and insurance
- Subfactor six - Experience

2. Past Performance

3. Price

Technical capabilities evaluation subfactors

- **SUBFACTOR ONE – TECHNICAL APPROACH AND CAPABILITIES:**

The contractor clearly understands the Government's requirements as described in the SOW and has created a valid approach to meet them. The contractor provides a clear process that delivers 24/7 ALS and BLS services to the Government. The contractor provides a management plan for safeguarding and securing confidential data and patient information. The contractor clearly understands and complies with all information safeguarding procedures applicable to the

Health Insurance Portability and Accountability Act (HIPAA), specifically as it pertains to general patient information, HIV, drug and alcohol abuse, and sickle cell anemia. The contractor has clear and established safety requirements for all employees and transportation operations that detect, prevent, and correct safety issues.

Required Documentation: A technical proposal that fully meets the SOW requirements and evaluation criteria provided. This includes addressing the company's HIPAA procedures and a description of company safety measures and protocol for patient transport.

Maximum Pages: 10

- **SUBFACTOR TWO – STAFF AND TRAINING:** The contractor has the necessary staffing required for all services required in the PWS for 24/7 ALS and BLS services. The contractor has the ability to respond within the specified times and uses certified and licensed technicians/attendants/drivers as applicable. The contractor has the necessary trained/experienced staff and technical resources to fully meet the requirements as described in the SOW and has a method of verifying current and valid licenses/certifications of employees prior to beginning work. The offeror has a systematic approach for employee record keeping, background checks, and tracking training and for following ongoing training licensure/certification renewals, etc.

Required Documentation: A staffing proposal that includes a company organization chart and identifies key personnel and qualifications. Provide copies of certifications and/or other credentials for drivers and attendants. Provide copies of orientation policy and driver training documentation. Provide a description of employee training record tracking systems.

Maximum Pages: 5

- **SUBFACTOR THREE – VEHICLES, EQUIPMENT, AND FACILITIES:** The offeror has the necessary equipment/facility required for all services required under this contract. The offeror has a combination of wheelchair and stretcher van vehicles, which have passed Department of Transportation inspection. The contractor has the necessary trained/experienced staff and technical resources to fully meet the requirements as described in the PWS.

Required Documentation: Provide documentation describing proposed equipment to perform services under this contract. Provide most recent copy of vehicle inspections. The Offeror shall submit an equipment plan for supporting this effort. As a minimum, the plan will identify the following:

- Make and Model (to include model year) of vehicles.
- Accessories; support equipment and features in each vehicle.
- Statement attesting that the vehicle meets or exceeds the Federal Standards in place at the time of vehicle construction.
- Copies of applicable license and permits

Maximum Pages: 5

- **SUBFACTOR FOUR – QUALITY CONTROL PLAN:** The offeror has a valid trip documentation form that includes the date, the patient's name, time of pick-up, destination, time of drop off, and a notes section. The Offeror must submit a description of the metering devices, methods, software, etc. proposed for use in determining mileage. The Offeror must describe what software is currently being used by the company. The offeror must have the following: An Inspection plan covering all services required by this contract that specify the areas to be inspected, the schedule, frequency documentation of what is covered, title of the individuals who perform inspections. A record keeping system of all inspections conducted by the offeror

noting necessary corrective action taken. Incorporation of either active or established internal policy and procedures for updating medical service protocols that may affect performance of the contract. The methods used for identifying deficiencies in the quality of service performed. A system for addressing complaints or problems and tracking follow-up actions/procedures taken. The offeror has appropriate programs, policies and procedures in place to promote a drug free workplace by identifying and dealing with employees who are found to be using illicit drugs.

Required Documentation: Provide a copy of the trip ticket the company uses, or proposes to use under this contract. As well, as the name and description of the software that you use to store transportation records and/or determine mileage for transports. Provide a copy of the Company Quality Control Plan. Provide a copy of recent inspection form. Provide a copy of the company policy and procedures for updating medical service protocols or equipment. Provide a copy of the company policy and procedures for addressing customer complaints. Provide a description of the procedures taken to promote a drug free workplace.

Maximum Pages: 5

- **SUBFACTOR FIVE – LICENSES, CERTIFICATIONS, AND INSURANCE:** Currently licensed by the Hillsborough County Public Transportation Commission to provide Advanced Life Support and Basic Life Support transportation services. Meets all requirements of Federal, State, County, or city codes regarding operation of this type of service. The offeror must hold: Worker's Compensation and Employer's Liability. General Liability. Automobile Liability. Insurance coverage shall be in accordance with Federal, State, and Local Laws.

Required Documentation: Provide copies of all applicable licenses. Provide current certificate of insurance evidencing required coverage.

Maximum Pages: no page limit

- **SUBFACTOR SIX– EXPERIENCE:** Offeror exhibits at least three years successful experience and/or operation in the industry, for wheelchair/stretchers transportation ambulance service. The contractor has performed at least one other relevant health care patient survey in the past three years similar in size and scope to the requirements as described in the SOW. The survey database used must have been external to a VA hospital system (outside the VA system), nationally benchmarked, health care focused, and specific to patient satisfaction with nursing care. Findings and trends must demonstrate overall patient satisfaction with nursing as compared to benchmarked sources as indicated above. The services provided must have been performed in a favorable manner. The offeror has the experience and capability to perform a contract of this size, scope, complexity and type based on past performance. The offeror is financially responsible. areas to be surveyed: Quality of Service, Problem Resolution, Timeliness of Performance, Business Relations, Customer Service.

PAST PERFORMANCE:

- i. The information presented by the vendor, together with information from other sources available to the Government, will be the basis for evaluation of this factor. This assessment is based on the vendor's record of Recent and Relevant past performance information that pertains to the services outlined in the solicitation requirements.
- ii. The offeror shall complete the document located in section **D. Past Performance References** identifying a minimum of two (2) but no more than three (3) references for the most recent and relevant past performance (no page limit).

iii. For this requirement, recent and relevant past performance is defined as follows:

- ✓ Recent. Contracts performed within the last five (5) calendar years from the issuance date of the solicitation
- ✓ Relevant. Defined as work similar in complexity and magnitude of the work described in the SOW. VA jobs are preferred. However, if you do not have VA experience, other Federal or public contracts may be listed. The Government will use the data provided to survey references. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success.

It is at the Government's discretion to determine whether past performance information furnished is or is not considered similar to the size and complexity of the present requirement.

Proposals will be evaluated to determine whether the Past Performance is "Acceptable" or "Unacceptable", using the following ratings and descriptions:

- ✓ Acceptable. Based on the vendor's performance record, the Government has a reasonable expectation that the vendor will successfully perform the required effort, or the vendor's performance record is unknown. In the case of a vendor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the vendor may not be evaluated favorably or unfavorably on past performance. Therefore, the vendor shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "Unknown" shall be considered "Acceptable".
- ✓ Unacceptable. Based on the vendor's performance record, the Government has no reasonable expectation that the vendor will be able to successfully perform the required effort.

Past performance information may be obtained through the Past Performance Information Retrieval System (PPIRS), questionnaires tailored to the circumstances of the acquisition through interviews with program managers, CORs and COs, or other sources known to the Government.

Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the proposal and data obtained from other sources, and may contact customers other than those identified in the proposal when evaluating past performance. Since the Government may not necessarily interview all of the sources provided in the quote, it is incumbent upon the vendors to explain the relevance of the data provided. While the Government may elect to consider data obtained from other sources, the burden of proving past performance rests with the offeror submitting a quote.

The Government may reject a proposal if it is found that any information that has a negative impact on the vendor's past performance record has been deleted, misrepresented, or withheld.

Vendors may provide information on problems encountered on the contracts identified in their past performance submissions and any corrective actions.

A proposal with Past Performance rating of "Unacceptable" an overall rating of "Unacceptable" for this factor will not be eligible for award.

In addition to the above, the Government may review any other sources of information for evaluating current and past performance. Offeror and committed subcontractors may include performance recognition documents received within the last three years such as awards, customer letters of commendation, and other forms of performance recognition.

While the Government may elect to consider data from other sources, the burden of providing

detailed, current, accurate and complete current and past performance information rests with the Offeror.

References should be instructed to submit the completed Past Performance Questionnaires directly to the Government's point of contact, LaVerne Astroth via email at LaVerne.Astroth@va.gov. The Government requests submission of completed Past Performance Questionnaires not later than **11:00 AM (EST), 18 October 2019**.

Required Documentation: Provide copy of document evidencing business incorporation date, or for documentation evidencing experience. The VA requires at least three Past/Present Performance references the most recent and relevant contracts you've performed, for wheelchair/stretchers transportation services.

Please return this completed questionnaire with your proposal. The VA will contact your listed references to verify the quality of service performed.

Maximum Pages: 5

PRICE PROPOSAL INSTRUCTIONS:

- 1. Submission Requirements:** No price information shall be included in the technical proposal. The price proposal shall include a completed Price/Cost Schedule. Proposals must remain open and valid for at least one-hundred twenty (120) days from the opening date.

Standard Form 1449 – Original signature and data; Contract Administration Data; DUNS Number;
Acknowledgement of Solicitation Amendments
Completed Price/Cost Schedule (Section B of Solicitation)
Certifications and Representations (Section E of Solicitation)

- 2. Price Evaluation:** An evaluation will be performed on the proposed prices.
The Government will evaluate the price proposal to determine whether the offered price is reasonable. Each contract line item will be analyzed to determine whether the unit price reflects the work to be performed, reflecting a clear understanding of the requirements and risk inherent with performance.

Price proposals that are unrealistically high or low in price when compared to the Government estimate and market conditions evidenced by other competitive proposals received may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the proposal being considered unacceptable.

- i. The Government will review the price schedule for completeness and accuracy and will evaluate the reasonableness of the quoted prices. Normally, adequate price competition establishes a fair and reasonable price. Different analytical techniques and procedures may be used, singly or in combination, to ensure that the final price is fair and reasonable.
- ii. The quote's total price for the purpose of evaluation will include the base period, the first option, the second option, the third option, and the fourth option.
- iii. Option pricing for any potential extension under clause 52.217-8 will be evaluated by using half of the last-priced year's price.
- iv. Evaluation of options shall not obligate the Government to exercise the options.

- v. Vendors are cautioned that an unrealistically low price or materially unbalanced pricing may be grounds for eliminating a quote on the basis that the vendor does not fully understand the requirement.
- vi. Completely fill in the “Amount” and Total Price of the Base Year and Each Option Year, and “Grand Total” (sum of Base Year + Four Option Years “Amount”) in the solicitation Price/Cost Schedule, beginning on page 5 for the base and all option periods.

ADDENDUM to 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

SEE TIERED EVALUATIONS PROCEDURES BELOW:

NOTE: The Government will award a Firm-Fixed Price contract to the responsible proposal using a comparative evaluation utilizing Tiered evaluations of offers, also known as “cascading evaluation of offers”, see Tiered Evaluations Procedures below. The comparative evaluation will be performed in accordance with FAR 13.106-2(b)(3). The government will select the service that represents the best value to the Government utilizing the Lowest Priced Technical Available, (LPTA) methodology to fulfill the requirement based on the judgment of the Contracting Officer and VA users. The government reserves the right to select a proposal that provides benefit to the government that exceeds the minimum but is not required to do so. Offerors are advised that quotation may exceed the requirements, but the government is not requesting or accepting alternate quotes; each response must respond to the solicitation requirement, stated in the PWS.

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

The Government may rely on internal documentation including the Federal Awardee Performance and Integrity Information System (FAPIS) Past Performance Information Retrieval System (PPIRS) and contracting officer’s knowledge of and previous experience with supply or service being acquired for determining Past Performance. If no record of past performance is found in FAPIS or PPIRS, the contract shall not receive a favorable or unfavorable rating, but shall receive a rating of neutral.

TIERED EVALUATIONS PROCEDURES:

TIERED EVALUATIONS INCLUDING LARGE BUSINESS CONCERNS:

This solicitation is being issued as tiered evaluation with the following tiers:

- (1) SDVOSB concerns
- (2) VOSB concerns
- (3) small business concerns with HUBZone small business concerns and 8(a) participants having priority; and
- (4) large business concerns. If award cannot be made, the solicitation will be cancelled, and the requirement resolicited.

NOTE: The Government will award a Firm-Fixed Price contract to the responsible offeror using tiered

evaluation procedures. The tiered evaluation procedures will be performed in accordance with 38 U.S.C. 8127. The government reserves the right to select a proposal that provides benefit to the government that exceeds the minimum but is not required to do so. The Government reserve the right to award to other than the lowest price. Offerors are advised that proposals may exceed the requirements, but the government is not requesting or accepting alternate proposals; each response must respond to the solicitation requirement, stated in the RFP.

Information not contained in a vendor's quote will not be considered during the evaluation. The Government intends to make award selection without clarification but may determine after evaluating submitted proposals that the elements stated in FAR 13.106-2(b) for evaluation procedures are necessary and conduct them as appropriate. The Government reserves the right to make no award if no proposals meet the requirements of this solicitation.

(End of Provision)

E.3 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
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_____	_____
_____	_____
_____	_____

[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
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_____	_____
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[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 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 cataloger 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 forward.)

(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 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)

E 4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2018)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, 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 Representation (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 (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

☒ (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)(12)).

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

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

☐ (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, No displacement 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
12010 - Ambulance Driver	WG 15.80

☒ (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).

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

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

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42

U.S.C. 1792).

(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, No displacement 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 (DEC2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause52.222-40.
- (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 (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (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) (42U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause52.226-6.
- (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)

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

The Government contemplates award of a Fixed-Price Requirements contract resulting from this solicitation.

(End of Provision)

E.6 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:

Network Contracting Office (NCO-8)

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCO 8)

8875 Hidden River Pkwy
Tampa FL 33637
Mailing Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCO 8)

8875 Hidden River Pkwy
Tampa FL 33637

(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.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL2016)(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.8 INSTRUCTIONS TO OFFERORS:

- Offerors shall provide services in accordance with the attached Statement of Work.
- Offerors shall complete section B.1 Price/Cost Schedule.
- Offerors are requested to complete Past Performance References (Atch D1) and provide completed Past Performance Questionnaire (Atch D2) to References identified in AtchD1.
- References are requested to submit completed Past Performance Questionnaire (Atch D2) to the Point of Contact individual listed on the form.
- Past Performance Questionnaire (Atch D2) will only be accepted by the identified References no later than **11:00 AM (EST), 18 October 2019**.
- The contract will be for a period of five years, a base year and 4 option years.

Information to be submitted.

Put the following information on the first page of your quote:

1. RFP Number: **36C24819R0150**

2. CONTRACTOR _____ (Contractor's Name)

3. ADDRESS _____ (Street)

4. _____ (City-State-Zip)

5. POINT OF CONTACT _____ (Name/Title)

6. PHONENO. _____

7. E-MAIL _____

8. DUNSNUMBER _____

9. Your payment address;

Beginning on the second page of your proposal, provide the following information in the following order:

1. All proposals shall include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the RFP are acceptable to be included in the award document without modification, deletion, or addition."

OR

"The terms and conditions in the RFP are acceptable to be included in the award document with the exception, deletion, or addition of the following:"

2. Complete and provide the Offeror Representations and Certifications, per 52.212-3, starting on page 60 of this document.

3. ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the synopsis solicitation numbered and dated as follows:

AMENDMENT NO	DATE

Add rows as needed.

The above amendment section must be filled-out in the event that an Amendment(s) is sent to the offeror or posted to www.fbo.gov and must be returned with the RFP package. Failure to acknowledge amendment(s) may constitute the rejection of the proposal.

4. Offerors shall complete and return Price/Cost Schedule located on pages 5 through 9 of this RFP.

5. Only one proposal shall be submitted by an offeror.

(End of Provision)

Points of Contact:

Contracting Officer

Brian MacLean

Contract Specialist

LaVerne Astroth

Organization: NCO 8

Phone No.: (813) 631-2815

E-Mail Address: LaVerne.Astroth@va.gov