

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. See Task Order(s)			PAGE 1 OF 114			
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C25020Q0004-0002			
7. FOR SOLICITATION INFORMATION CALL: a. NAME Brad Burhite			b. TELEPHONE NO. (No Collect Calls) (513) 559-3704			
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 10 260 E. University Avenue Cincinnati OH 45219			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB SMALL BUSINESS PROGRAM NAICS: 621910 SIZE STANDARD: \$16.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		
15. DELIVER TO See SCHEDULE OF SERVICES - PRICE SCHEDULE		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 10 260 E. University Avenue Cincinnati OH 45219				
17a. CONTRACTOR/OFFEROR NOTE: This solicitation is 100% small business set-aside		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide all required labor, material, supplies, equipment and supervision of contractor personnel necessary to perform Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance service for the Columbus Veterans Administration Ambulatory Care Clinic (VAACC) in accordance with the terms and conditions established herein. This solicitation shall be conducted in accordance with FAR Subpart 13.5 and is anticipated to result in the award of an Indefinite-Delivery type contract as defined in FAR Subpart 16.5. The performance of services under this contract shall only be authorized through the award of funded task order(s) by the cognizant government contracting. The anticipated performance periods are as follows: - Base Period from 1 March 2020 to 30 November 2020 - Option Year One from 1 December 2020 to 30 November 2021 - Option Year Two from 1 December 2021 to 30 November 2022 - Option Year Three from 1 December 2022 to 30 November 2023 - Option Year Four from 1 December 2023 to 30 November 2024 (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page For accounting and appropriation data see each individually awarded task order. FAR 52.232-18 (Availability of Funds) applies to this contract.			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Bradley K. Burhite 1461180 Digitally signed by Bradley K. Burhite 1461180 Date: 2019.10.17 12:03:30 -04'00'			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Bradley K. Burhite VA-VHA-SAOC-2019-CD0069AC		31c. DATE SIGNED 17 October 2019	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C250

Department of Veterans Affairs

Network Contracting Office (NCO) 10

260 E. University Avenue

Cincinnati OH 45219

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Biweekly

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

Department of Veterans Affairs

FMS-VA-2(101)

Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE
A0001	9 October 2019
A0002	17 October 2019

SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.2 SCHEDULE OF SERVICES – PRICE SCHEDULE (17 October 2019)**

SCHEDULE OF SERVICES – PRICE SCHEDULE
BASE PERIOD from 1 March 2020 to 30 November 2020
Ambulance Service for Columbus VAACC

NOTE #1: The minimum quantity that is specified for each line item in the base period applies only to the base period.

NOTE #2: The contractor shall be authorized to invoice for the “Total Price (Minimum)” identified for the base period ONLY if the base period is physically complete; the total invoices submitted for base period do not exceed the “Total Price (Minimum)” identified for the base period; and the CO has reviewed the final invoice submitted by the contractor for the base period and approved payment.

Line Item	Description of Services	QTY Max NTE	Unit of Issue	Unit Price	Total Price (Minimum) <small>*Equals 15% of Max</small>	Total Price Max NTE
C0001	BLS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	2,430	EACH (Trip)	\$ _____		\$ _____
C0002	BLS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	1,800	EACH (Mile)	\$ _____		\$ _____
C0003	BLS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	488	EACH (15-Minute Increment)	\$ _____		\$ _____

|||--CONTINUED FROM PREVIOUS PAGE--|||

SCHEDULE OF SERVICES – PRICE SCHEDULE
BASE PERIOD from 1 March 2020 to 30 November 2020
Ambulance Service for Columbus VAACC

Line Item	Description of Services	QTY Max NTE	Unit of Issue	Unit Price	Total Price (Minimum) <small>*Equals 15% of Max</small>	Total Price Max NTE
C0004	ALS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	712	EACH (Trip)	\$ _____		\$ _____
C0005	ALS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	15	EACH (Mile)	\$ _____		\$ _____
C0006	ALS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	15	EACH (15-Minute Increment)	\$ _____		\$ _____
TOTAL PRICE BASE PERIOD (CLINs-C0001 to C0006)					\$ _____	\$ _____

SCHEDULE OF SERVICES – PRICE SCHEDULE
OPTION YEAR ONE (1) from 1 December 2020 to 30 November 2021
Ambulance Service for Columbus VAACC

Line Item	Description of Services	QTY Max NTE	Unit of Issue	Unit Price	Total Price Max NTE
C1001	BLS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	3,240	EACH (Trip)	\$ _____	\$ _____
C1002	BLS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	2,400	EACH (Mile)	\$ _____	\$ _____
C1003	BLS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	650	EACH (15-Minute Increment)	\$ _____	\$ _____
C1004	ALS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	950	EACH (Trip)	\$ _____	\$ _____
C1005	ALS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	20	EACH (Mile)	\$ _____	\$ _____
C1006	ALS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	20	EACH (15-Minute Increment)	\$ _____	\$ _____
TOTAL PRICE OPTION YEAR ONE (CLINs-C1001 to C1006)					\$ _____

SCHEDULE OF SERVICES – PRICE SCHEDULE
OPTION YEAR TWO (2) from 1 December 2021 to 30 November 2022
Ambulance Service for Columbus VAACC

Line Item	Description of Services	QTY Max NTE	Unit of Issue	Unit Price	Total Price Max NTE
C2001	BLS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	3,240	EACH (Trip)	\$ _____	\$ _____
C2002	BLS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	2,400	EACH (Mile)	\$ _____	\$ _____
C2003	BLS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	650	EACH (15-Minute Increment)	\$ _____	\$ _____
C2004	ALS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	950	EACH (Trip)	\$ _____	\$ _____
C2005	ALS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	20	EACH (Mile)	\$ _____	\$ _____
C2006	ALS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	20	EACH (15-Minute Increment)	\$ _____	\$ _____
TOTAL PRICE OPTION YEAR TWO (CLINs-C2001 to C2006)					\$ _____

SCHEDULE OF SERVICES – PRICE SCHEDULE
OPTION YEAR THREE (3) from 1 December 2022 to 30 November 2023
Ambulance Service for Columbus VAACC

Line Item	Description of Services	QTY Max NTE	Unit of Issue	Unit Price	Total Price Max NTE
C3001	BLS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	3,240	EACH (Trip)	\$ _____	\$ _____
C3002	BLS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	2,400	EACH (Mile)	\$ _____	\$ _____
C3003	BLS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	650	EACH (15-Minute Increment)	\$ _____	\$ _____
C3004	ALS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	950	EACH (Trip)	\$ _____	\$ _____
C3005	ALS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	20	EACH (Mile)	\$ _____	\$ _____
C3006	ALS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	20	EACH (15-Minute Increment)	\$ _____	\$ _____
TOTAL PRICE OPTION YEAR THREE (CLINs-C3001 to C3006)					\$ _____

SCHEDULE OF SERVICES – PRICE SCHEDULE
OPTION YEAR FOUR (4) from 1 December 2023 to 30 November 2024
Ambulance Service for Columbus VAACC

Line Item	Description of Services	QTY Max NTE	Unit of Issue	Unit Price	Total Price Max NTE
C4001	BLS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	3,240	EACH (Trip)	\$ _____	\$ _____
C4002	BLS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	2,400	EACH (Mile)	\$ _____	\$ _____
C4003	BLS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	650	EACH (15-Minute Increment)	\$ _____	\$ _____
C4004	ALS Ambulance BASE RATE (ONE-WAY): The BASE RATE (ONE-WAY) is for authorized one-way patient transports with a point-to-point (one-way) travel distance of 20 miles or less from the designated VA Medical Center as specified in the PWS. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	950	EACH (Trip)	\$ _____	\$ _____
C4005	ALS Ambulance MILEAGE RATE (ONE-WAY): The MILEAGE RATE (ONE-WAY) shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center as specified in the PWS. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.	20	EACH (Mile)	\$ _____	\$ _____
C4006	ALS Ambulance WAIT TIME RATE (15-Minute Increments): WAIT TIME RATE (15-Minute Increments) shall only be authorized for patient transports which exceed the “wait time grace period” upon approval by the COR or authorized government representative designed in writing by the COR and/or CO as specified in this PWS.	20	EACH (15-Minute Increment)	\$ _____	\$ _____
TOTAL PRICE OPTION YEAR FOUR (CLINs-C4001 to C4006)					\$ _____

SCHEDULE OF SERVICES – PRICE SCHEDULE
PRICE SUMMARY for Base and Four (4) Options Years
Ambulance Service for Columbus VAACC

Period/Option	Period of Performance	Total Price (Minimum) <small>*Base Period Only **Equals 15% MAX NTE</small>	Total Price (Maximum NTE)
Base Period	1 March 2020 to 30 November 2020	\$	\$
Option Year 1	1 December 2020 to 30 November 2021		\$
Option Year 2	1 December 2021 to 30 November 2022		\$
Option Year 3	1 December 2022 to 30 November 2023		\$
Option Year 4	1 December 2023 to 30 November 2024		\$
TOTAL PRICE			\$

B.3 PERFORMANCE WORK STATEMENT (PWS) dated 17 October 2019

PERFORMANCE WORK STATEMENT (PWS)

Ambulance Service for Columbus VAACC (Non-Personal Services)

17 October 2019

1. GENERAL. This is a non-personnel services contract in which the contractor shall provide Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance service for **Chalmers P. Wylie Veterans Administration Ambulatory Care Center (VAACC)** in Ohio. The government shall not exercise any supervision or control over the contract service providers performing the services herein.

1.1 SCOPE SUMMARY. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to provide ambulance service for **Columbus VAACC** as established in this Performance Work Statement (PWS). The contractor shall adhere to Ohio Administrative Code (OAC), State Board of Emergency Medical, Fire, and Transportation Services and all applicable Federal, State and Local laws, rules, regulations and procedures as required to perform services under this contract. The contractor shall furnish the vehicles necessary to provide full and complete coverage for pick-up and delivery of all Veteran patients requiring transport in accordance with the terms and conditions of this contract for the locations specified herein. The contractor shall be responsible for providing patient pick-up and delivery as necessary from community hospitals and VA facilities within and outside the service area which may include personal residence of the patient and other locations as requested by the authorized government representative(s) designated in writing by the COR and/or CO in accordance with the procedures specified within this PWS in support of the following primary operating location:

**Chalmers P. Wylie VAACC
420 North James Road
Columbus, Ohio 43219**

1.2 PERIOD OF PERFORMANCE. The periods of performance for base period and all option periods for this contract are summarized as follows:

- **Base Period:** 1 March 2020 to 30 November 2020
- **Option Year One (1):** 1 December 2020 to 30 November 2021
- **Option Year Two (2):** 1 December 2021 to 30 November 2022
- **Option Year Three (3):** 1 December 2022 to 30 November 2023
- **Option Year Four (4):** 1 December 2023 to 30 November 2024

1.3 GENERAL REQUIREMENTS

1.3.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall identify and define the management concept for ensuring compliance with all contract requirements. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor will have an on-going quality assurance and /or quality improvement program designed to objectively and systematically measure, assess, and improve performance to enhance patient care and all patient care services. The contractor's quality control program is the means by which the contractor assures that all work complies with the requirement of the contract. The contractor shall provide a copy of the QCP with their offeror as specified by the Contracting Officer and upon request thereafter. After acceptance of the quality control plan, the contractor shall immediately notify the contracting officer of any proposed changes to their quality control program and submit a change request in writing to the contracting officer. The contractor shall furnish copies of these records if requested by the Contracting Officer, COR or individual(s) designated by the COR and/or CO in writing. The contractor's quality control program shall include the following:

1.3.1.1 An inspection plan outlining all services defined in this contract. The inspection plan shall specify the areas to be inspected on both a scheduled and unscheduled basis, how often inspections shall be accomplished, and the title of the individual(s) who shall perform inspections.

1.3.1.2 The methods for identifying and preventing deficiencies in the quality of services being performed before the level of performance becomes unacceptable.

1.3.1.3 The on-site records of all inspections conducted by the contractor and corrective action taken.

1.3.1.4 The on-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract.

1.3.1.5 The on-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns to include a detailed procedure for alternative transportation of patients in the event of mechanical breakdown of any vehicle.

1.3.1.6 The on-site records identifying the character, security and background checks, current driving records, physical capabilities, certifications and ongoing training of each employee performing services under this contract. This will include training in the safe and proper transport of beneficiaries and the necessary healthcare training, i.e., Health Insurance Portability and Accountability Act (HIPPA), Privacy Training for each employee performing services under this contract.

1.3.1.7 The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios.

1.3.1.8 A log to account for all requests for service. The log shall indicate the date and time of service call, name of beneficiary requiring services, any required Medicare/Medicaid forms with Doctor's signatures, type of transportation requested, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed.

1.3.1.9 The on-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

1.3.2 Quality Assurance. The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s):

1.3.3 Federally Recognized Holidays. The contractor is not anticipated but may be required to provide service on Federally recognized holidays in accordance with the terms and conditions established in this PWS to include but not limited to the following:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.3.4 Hours of Operation. The contractor shall provide all ALS and BLS ambulance service on a 24-hours per day and 365 days per year basis as required in accordance with the terms and conditions of this PWS and the contract. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.3.5 Place of Performance. The contractor shall furnish the vehicles necessary to provide full and complete coverage for pick-up and delivery of all Veteran patients requiring transport in accordance with the terms and conditions of this contract for the locations specified by the government. The contractor shall be responsible for providing patient pick-up and delivery as necessary from community hospitals and VA facilities within and outside the service area which may include personal residence of the patient and other locations and transportation across state lines as requested by the authorized government representative(s) designated in writing by the COR and/or CO in accordance with the procedures specified within this PWS.

1.3.6 Type of Contract and Task Orders. The government intends to award a single-award indefinite-delivery indefinite quantity (IDIQ) type contract for the effort specified herein. The base and option periods (if any) specified in the SCHEDULE OF SERVICES - PRICE SCHEDULE shall be exercised at the discretion of the government through the issuance of a task order for the entire period of performance. The authority that will be utilized to award this effort is FAR Part 13.5 (Simplified Procedures for Certain Commercial Items).

1.3.7 Security Requirements and Background Checks. All contractor employees shall comply with the security and background check requirements required by Federal, State, Local and the Department of Veterans Affairs to provide this service described in this PWS in support of this VA medical facility in the state of Ohio.

1.3.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.3.7.2 Key Control: Not Applicable.

1.3.7.3 Lock Combinations: Not Applicable.

1.3.7.4 Contractor Personnel Security Requirements | Background Investigations: The position sensitivity for this service has been designated as LOW RISK. The level of background investigation commensurate with the required level of access for this contract is National Agency Check with Written Inquiries. All contractor employees who require access to the Department of Veterans Affairs' computer systems or who come into contact with veteran/beneficiaries 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 will be responsible for the actions of those individuals they provide to perform work for the VA with contractor responsibilities summarized as follows:

- The contractor shall pre-screen all personnel requiring VA access to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.
- The contractor shall submit or have their employees submit the following required forms requested by Department of Veterans Affairs, Office of Security and Law Enforcement, Security and Investigations Center, 2200 Fort Roots Drive Bldg. 104, North Little Rock, AR 72114 within 30 days of receipt.
- The contractor shall submit all fingerprints as required at the primary medical facility supported under this contract.
- All documents completed and submitted at the following website:
<http://www.va.gov/SECURITYINVESTIGATIONSCENTER/>
- The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the contractor personnel security requirements may result in termination of the contract for cause.

1.3.8 Special Qualifications. The contractor shall provide qualified personnel as required by contract specifications to accomplish all services under this contract. The cognizant VA medical facility reserves the right to restrict any contractor employee from performing services under this contract who does not meet the required qualifications for the services they are required to perform, and who violates Federal, State or local regulations, or are identified as a potential threat to the security, safety, health and/or operational mission of the VA and its veteran population. The restriction of such contractor personnel shall not relieve the contractor from performing all the required services, in accordance with all terms, conditions, and schedule contained herein. The contractor shall ensure that all Emergency Medical Technician (EMT) and Paramedic personnel providing services under this contract have the following qualifications, in additions to those required by Federal, State, and Local Government to include the following:

- Shall have completed all training required in accordance with the standards published by the Department of Health and Human Services with a minimum curriculum of 150 hours or equivalent including an in-hospital training period. Such training programs must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304. (1974).
- Shall submit evidence of equivalent training program, which has been successfully completed, to the Contracting Officer.
- 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.
- Shall attend all refresher continuing education, or advanced training programs as required by the local or state government entity in which service is rendered. In no instance shall this be less frequent than every

two (2) years. Such refresher training shall be equivalent to that developed by the Department of Transportation, National Highway Safety Administration.

- Shall maintain and enforce an **approved protocol** in accordance with the requirements of the state of Ohio that meets the needs of the VA medical center with website reference material provided as follows:
 - http://www.publicsafety.ohio.gov/links/ems_Guidelines-Emergency-Medical-Responders.pdf
 - http://www.publicsafety.ohio.gov/links/ems_Guidelines-Procedures-Manual.pdf
 - <http://www.ems.ohio.gov/>
 - <http://codes.ohio.gov/oac/4766-2>

1.3.9 Post Award Conference/Periodic Progress Meetings. The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.3.10 Contracting Officer's Representative (COR). The (COR) if designated will be identified by separate letter issued by the cognizant government Contracting Officer. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.3.11 Key Personnel. The following personnel are considered key personnel by the government: Project Manager/Alternate Project Manager and Officer in Charge. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available 7 days a week, 24 hours per day, 365 days per year.

1.3.11.1 Personnel Roster. Within one (1) day of contract award, the contractor shall provide a list of all personnel that will perform services under this contract to the Contracting Officer (CO) that the CO shall forward to the requiring activity for review/action as appropriate. Thereafter, any changes to the personnel roster of the contractor shall be submitted to the CO within 24 hours of any change in staff. All personnel roster submissions shall include the following information:

- Full Name
- Position and Title
- Assigned Responsibilities
- Qualifications and Professional Certifications
- Other information as requested by the COR and/or Contracting Officer

1.3.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are

Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.3.13 Contractor Travel: Not Applicable

1.3.14 Other Direct Costs: Not Applicable

1.3.15 Data Rights: Not Applicable

1.3.16 Organizational Conflict of Interest: Not Applicable

1.3.17 Phase-In /Phase-Out Period: Not Applicable

2. DEFINITIONS AND ACRONYMS

2.1. DEFINITIONS

- **BASE RATE**. The base rate is defined as the rate paid for one-way transportation from a designated pick up point to a designated delivery point. This rate will be paid for all authorized one-way trips requested under this contract with employees receiving at a minimum the Department of Labor Service Contract Act (SCA) wage rates for the county in which the primary VA medical facility supported under this contract resides, as specified by the contracting officer for this requirement, during all phases of the trip made on behalf of the Government. Service Contract Act (SCA) wage rate determinations will be updated each option year, when/if new revisions are issued. The base rate shall constitute full compensation for one-way trips which do not exceed the “Mileage Threshold” as shown below.
- **BENEFICIARY**. Veterans and other members determined to be eligible for benefits by the VA.
- **COMMUNITY LIVING CENTER (CLC)**. The Community Living Centers (CLCs) are inpatient units for VAMC nursing homes.
- **CONTRACT TASK ORDERS**. Award of a funded contract task order for the appropriate period of performance is required prior to the commencement of any/all work in accordance with FAR part 16.506 as specified herein.
- **CONTRACTOR**. A vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime contractor and its employees. The contractor is fully responsible for performance of their sub-contractor(s) and shall ensure that their subcontractor(s) are fully compliant with the terms and conditions of this contract at all-times.
- **CONTRACTING OFFICER**. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- **CONTRACTING OFFICER'S REPRESENTATIVE (COR)**. An employee of the U.S. Government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**. A government official or officials that work under the authority of the government Contracting Officer responsible for placing patient transport requests for authorized work within the scope and in accordance with the terms and conditions of this contract as specified in the COTR designation letter.
- **DEFECTIVE SERVICE**. A service output that does not meet the standard of performance associated with the Performance Work Statement.
- **DELIVERABLE**. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- **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. The contractor will be entitled to the applicable base rate only when dry runs are encountered due to no fault or negligence of the contractor.
- **EMERGENCY MEDICAL, FIRE, AND TRANSPORTATION SERVICES (EMFTS) BOARD**: Responsible for the licensing of Ohio’s medical transportation services (air medical, ambulance, MoICU and ambulettes),

and in accordance with Chapter 119 of the Ohio Revised Code, has adopted rules regulating medical transportation services and vehicles.

- EMERGENCY MEDICAL TECHNICIAN (EMT). A person who is specially trained and certified to administer basic emergency services to victims of trauma or acute illness before and during transportation to a hospital or other healthcare facility in accordance with Federal, State, and local requirements to include the Ohio Administrative Code (OAC).
- KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- MEDICAL ADMINISTRATIVE ASSISTANT (MAA). The Medical Administrative Assistant (MAA) is a management position located in the Patient Business Services and Transfer Center and is the central point-of-contact after normal duty hours (1600-0800) responsible for all medical, legal, and administrative functions of the health care facility. The MAA maintains the operations of all administrative activities during these hours, investigating all problems and incidents which may occur during the tour of duty, and assume full administrative responsibility in the event of an emergency or disaster until relieved by the appropriate personnel. The MAA is to represent the Medical Center Director and the Chief of Patient Business Services (PBS) on all administrative matters occurring when assigned to other than a normal tour of duty. The MAA provides administrative support during at least 66% of all the overall operation tours at this Medical Center. Coordination of all contacts received by the health care facility after normal business hours, serving in the capacity of MAA and as a medical-legal resource person for all contact from the Medical Center Director's prerogative in matters occurring during the tour of duty, represents management in administrative matters (non-policy making); represents management in matters pertaining to the lawful retention of Veterans in the VAMC; maintains continuity of functions and provides full medical administrative support during other than normal tours of duty to clinical and administrative medical center staff; is responsible for achieving management objectives and supporting the decisions of management in carrying out their duties; and provides technical guidance necessary to meet procedural, legal, and administrative requirements relating to the care and treatment of patients to achieve optimum use of available resources.
- MILEAGE RATE. Mileage rate for ambulance service is the rate paid for each mile traveled beyond the specified mileage threshold for each applicable medical facility. This rate applies to one-way transportation only. In no event shall the contractor receive this rate for miles traveled within the specified Mileage Threshold.
- NOT TO EXCEED (NTE). The price and/or quantity that the contract or purchase order shall not exceed.
- OHIO MEDICAL TRANSPORTATION BOARD (OMTB): The former state board prior to EMFTS responsible for the licensing of Ohio's medical transportation services (air medical, ambulance, MoICU and ambulettes), and in accordance with Chapter 119 of the Ohio Revised Code, has adopted rules regulating medical transportation services and vehicles.
- PARAMEDIC. A specially trained medical technician licensed to provide a wide range of emergency services (as defibrillation and the intravenous administration of drugs) before or during transportation to a hospital in accordance with Federal, State, and local requirements to include the Ohio Administrative Code (OAC).
- PATIENT BUSINESS SERVICES. An administrative department which processes patients' medical records, appointments, etc.
- PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.
- QUALITY ASSURANCE. The government procedures to verify that services being performed by the contractor are performed according to acceptable standards.
- QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- QUALITY ASSURANCE. Those actions taken by the Government to assure services meet the requirements of this contract.
- QUALITY ASSURANCE EVALUATOR(S): Government personnel responsible for surveillance of contractor performance.
- QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be utilized by the government for surveillance of contractor performance.
- QUALITY CONTROL PLAN (QCP). The QCP is the contractor's management plan for executing the contract which shall be provided to the government upon request and whenever updated by the contractor. The contractor QCP describes the way in which the contractor will produce the deliverables, and the step-by-step approach that will be taken to ensure the quality of service provided to the government.

- RUN SHEET. The clinical document which shows what occurred during the patient transport which is required by the government for the patient's chart as specified herein.
- SAME DAY TRIP(S). A trip or trips requested the same day as specified herein for patient transport on an as need basis with little notice. The price for a same day trip shall be that same as a price for a prescheduled trip as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE.
- SCHEDULED TRIPS(S). The term "Scheduled Trip" as used on this contract refers to those trips in which the contractor has been given advanced notice (advanced notice is defined as a notice given by 3:30p.m. the prior business day) of required services and a specific pick-up time.
- SUBCONTRACTOR(S). A subcontractor is one who enters into a contract with a contractor (or prime contractor). The contractor (or prime contractor) may choose to subcontract a nominal amount of patient transports during periods of increased demand to comply with the terms and conditions of this contract. The prime contractor is fully responsible for performance of their sub-contractor(s) and shall ensure that their subcontractor(s) are fully compliant with the terms and conditions of this contract at all-times. In addition, the prime contractor shall ensure that their subcontractor(s) clearly identify themselves as the subcontractor for the prime contractor in all written correspondence (i.e. log books, patient transport sheets, etc.) and verbal exchanges with government representatives for all patient transportation runs.
- THE JOINT COMMISSION (TJC). A national not-for-profit organization dedicated to administering accreditation programs that improve the care, safety and treatment of patients in a health care facility and environment.
- UNIVERSAL PRECAUTIONS. The standard precautions which shall be taken by the contractor when it is anticipated that an individual may encounter blood or body fluid while performing normal duties which require the use of personal protective equipment (e.g., gloves).
- UNSCHEDULED TRIP(S). The term "Unscheduled Trip" as used in this contract refers to those trips required on an as needed basis and advanced notice is not given.
- VEHICLE(S). The term "vehicle(s)" as used in this contract refers to all modes of transportation provided under the requirements of this contract, unless a specific mode of transportation is identified.
- VETERANS TRANSPORTATION DEPARTMENT (VTD). This department is under Patient Business Service (PBS) and coordinates Veteran transportation and eligibility issues. This section works under the authority of the Contracting Officer and is responsible for placing orders for service and certification of invoices under the terms and conditions of this contract.
- VETERANS TRANSPORTATION MANAGER (VTM). The manager/supervisor of the VA section under PBS that is responsible for coordinating Veteran transportation and eligibility issues.
- WAITING. Waiting as used in this contract is defined as the time required and verified by authorized medical facility personnel, for the contractor to wait at designated pick-up and/or delivery points in performing contract services.
- WAITING GRACE PERIOD. The waiting grace period is defined as fifteen (15) minutes prior to the time waiting charges commence. The base rate for all ambulance services shall include a fifteen (15) minute waiting grace period at origin and destination.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
ALS	Advanced Life Support
BLS	Basic Life Support
CBOC	Community Based Outpatient Clinic
CFR	Code of Federal Regulations
CLC	Community Living Centers
CO	Contracting Officer
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
EMFTS BOARD	Emergency Medical, Fire, and Transportation Services Board (State of Ohio)
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KVO	Keeping Vein Open
MTO	Medical Transportation Organization
NHCU	Nursing Home Care Unit
NTE	Not to Exceed

OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OMTB	Ohio Medical Transportation Board
OAC	Ohio Administrative Code
ORC	Ohio Revised Code
PBS	Patient Business Services
PCOR	Primary Contracting Officers Representative
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
VAAR	Veteran's Administration Acquisition Regulation
VAPS	VA Police System
VISTA	Veteran's Health Information Systems and Technology Architecture
VSC	VHA Service Center
VAACC	Veteran's Administration Ambulatory Care Clinic
VAMC	Veteran's Administration Medical Center
VHA	Veteran's Health Administration
VHA PM	Veteran's Health Administration Procurement Manual

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: Not applicable

3.2 Facilities: Not applicable.

3.3 Utilities: Not applicable.

3.4 Equipment: Not applicable.

3.5 Materials: Not applicable.

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform all services under this contract as defined in this PWS and in accordance with the terms and conditions of this contract.

4.2. Materials, Supplies and Equipment: The contractor shall furnish all material, supplies and equipment required to perform work under this contract. The contractor shall NOT be permitted to borrow medical equipment from the Medical facilities. The contractor shall provide all drugs and medications required while in transport, sheets and blankets and other equipment and supplies required for use while in transport, for direct patient care. The contractor shall at no time and under any circumstances exchange supplies, equipment and/or medications with VA. The prices quoted in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall be inclusive of consumables used in transport.

5. REQUIREMENTS:

5.1 RESPONSE TIMES. The contractor shall be on time for all scheduled and unscheduled patient transports. The contractor shall transport and deliver beneficiary to the specific pick up/drop off transit point designated by the authorized government representative(s) to include but not limited to any VA Medical Center location (i.e. clinic or ward area), VAMC Nursing Homes, Community Living Centers (CLC), Community Based Outpatient Clinics (CBOCs), private residences or other requested non-VA locations both within and outside the state of Ohio. Under no circumstances shall the contractor drop beneficiaries off in the hall or entrance of any facility. Adherence to schedules is of utmost importance. If the Veteran patient is not at the location, unable to be transported, or refuses to be transported, the contractor shall be reimbursed for a one-way trip only after VA has authorized contractor to leave without the beneficiary:

5.1.1. All contractor driver employees shall report to the assigned appointment locations specified by the authorized government representative(s) designated in writing by the COR or authorized government representative designated in writing by the contracting officer and sign the log for that trip.

5.1.2 Performance Requirements Standards. The performance requirements standards for this contract to include required response times are defined in the Performance Requirements Summary (PRS) section of this PWS.

5.1.3 Excusable Delays. In the event that scheduled time period for patient pick-up be physically impossible due to location of veteran beneficiary, the contractor shall contact the COR and/or the authorized government representative(s) designated in writing by the Contracting Officer to inform the authorized government representative of the anticipated time required for pick-up and delivery of said patient.

5.1.4 The contractor shall respond to each request for patient transport (or travel consult) in accordance with all Federal, State, and Local regulations governing dispatch of emergency medical (ambulance) vehicles and medical care of on-board patients, to include the use of sirens and other measures to ensure timely arrival at the designated location.

5.1.5 Required Response Time | Routine Patient Transportation Requests (or Travel Consults). A routine patient transportation request (or travel consult) may be either prescheduled or same-day pick up. A routine request may either be for Basic Life Support (BLS) or Advanced Life Support (ALS). For any routine transportation requests (or travel consult) that are pre-scheduled, the contractor shall arrive at the pickup location not later than the time specified on the request. When a routine transportation request (or travel consult) is placed on the same day, the contractor shall arrive at the requested patient transport location **not later than one (1) hour** after receipt of patient transportation request (or travel consult) from an authorized government representative. The government will annotate either BLS or ALS and mark as ROUTINE all patient transportation requests (or travel consults) that are routine (see Performance Requirements Standards).

5.1.6 Required Response Time | STAT Patient Transportation Requests (or Travel Consults). A patient transportation request (or travel consult) identified as STAT is considered to be a higher priority than a routine request. The medical abbreviation "STAT" is a common term utilized to denote a situation that is urgent or rush and is derived from the Latin word "statum" meaning immediately. STAT requests shall only be authorized to provide Advanced Life Support (ALS). All STAT requests (or travel consults) are considered urgent but non-emergency in nature. This contract should not be utilized to execute emergency transportation requests (or travel consults) unless there are unusual and compelling circumstances which have been fully justified by the government. The contractor shall perform STAT runs under this contract only upon receipt of a STAT patient transportation request (or travel consult) issued in writing by an authorized government representative that is designated by the Contracting Officer. The contractor is required to arrive at the requested patient transport location **not later than 20 minutes** after receipt of the STAT patient transportation request (or travel consult) from an authorized government representative. The government will annotate ALS and mark as STAT all patient transportation requests (or travel consults) that are STAT which must be medically justified as urgent in nature by the government (see Performance Requirements Standards).

5.2 PATIENT TRANSPORT REQUESTS. A patient transportation request (or travel consult) is a government issued request for the contractor to transport a patient in accordance with the terms and conditions established in this contract. All patient transports under this contract shall be executed by issuance of a patient transport request issued in writing with Virtru Pro encrypted email by the authorized government representative(s) designated in writing by the COR and/or CO. Any patient transport request issued verbally by any authorized government representative should be immediately be followed by a written request utilizing Virtru Pro encrypted email. Specific requirements are summarized as follows:

5.2.1 Virtru Pro Encrypted Email | Patient Transport Correspondence. The contractor shall utilize Virtru Pro encrypted email capability for all for all patient transport related correspondence (i.e. travel requests, travel

consults, etc.). Virtru Pro is an encrypted e-mail technology that provides VA a secure method of exchanging information with community providers. It enables recipients to do so in their existing email account without installing software, using portals, or creating accounts summarized as follows:

5.2.1.1 Virtru Pro provides VA a secure method of exchanging information with community providers using encrypted email. Virtru Pro reduces the time it takes to share Veterans' protected health information (PHI) by allowing VA staff to send this information securely over email instead of via fax or by mail.

5.2.1.2 Virtru Pro allows only the intended recipient of the email to decrypt and respond to secure messages. It enables recipients to do so in their existing email account without installing software, using portals, or creating accounts.

5.2.1.3 Virtru Pro improves care coordination by ensuring VA and community providers can share patient documentation in a timely manner. This allows Veterans to receive the care and follow-ups they need more quickly and appropriately.

5.2.1.4 Virtru Pro improves Health Insurance Portability and Accountability Act (HIPAA) compliance by reducing paper medical records and providing integrity controls and encryption to meet HIPAA transmission security requirements.

5.2.1.5 It is not necessary for community providers or contractors to install Virtru Pro to be able to receive and reply to secure messages from VA. For community providers and contractors, Virtru Pro is accessed directly through email in the same way you receive other emails. Within your email account, a Virtru-secured email will appear in the same format as a regular email, but will only allow the intended recipient of the email to decrypt and respond to the message.

5.2.2 The contractor is NOT authorized to access any government Information Technology (IT) systems, networks, or equipment during the performance of this contract.

5.2.3 The contractor shall be responsible for furnishing and maintaining their own IT equipment (i.e. printers, laptops, etc.) as necessary to comply with the terms and conditions of this contract. The contractor shall have at all-times during contract performance on the contractor's premises the ability to receive, read, and transmit emails to and from the VA and have a functioning fax machine to communicate with the VA. If PII or PHI data is to be transmitted via email, the contractor shall ensure that all email messages are transmitted in an approved encrypted email format.

5.2.4 The COR will designate an area within the VAMC/VAACC (upon contract award) that the contractor may utilize to set-up a stand-alone contractor printer that is off-line from all government IT systems. The purpose of this designated area is to provide a location within the VAMC/VAACC where the contractor may be allowed to printout contractor generated patient care reports as necessary to comply with the terms and conditions of this contract. Any and all IT equipment that the contractor may utilize during the performance of this contract is NOT authorized to access any government IT systems, networks, or equipment during the performance of this contract.

5.2.5 The contractor shall only receive requests for patient transports (or travel consults) from the COR and/or authorized government representative(s) designated in writing by the Contracting Officer.

5.2.6 The contractor shall under no circumstances correspond or directly interact with any patient (or beneficiary) or solicit from any patient (or beneficiary) of the VA.

5.2.7 The contractor shall provide ambulance transportation services for patients (or beneficiaries) of the Department of Veterans Affairs as established herein. The contractor shall provide all services necessary to execute the full range of paramedic and ambulance services as provided in the local community. Performance shall be continuously compliant with the requirements contained within this PWS to include but not limited to the standards established by the Ohio Emergency Medical Services, Ohio Administrative Code, and all applicable Federal, State and local rules, regulations, and procedures and industry standards as appropriate.

5.2.8 The contractor shall furnish vehicles sufficient to provide full and complete coverage for pick-up and delivery of all veteran patients requiring transport in accordance with the terms and conditions of this contract. The contractor shall be responsible for providing patient pick-up and delivery as necessary from community hospitals and VA facilities within and outside the service area which may include personal residence of the patient as requested by the COR in accordance with the procedures specified within this PWS.

5.2.9 The contractor shall be required to provide patient pick-up and deliveries from community hospitals and VA facilities within and outside the service area which may include the personal residence of the patient as requested by the COR in accordance with the procedures specified within this PWS. The trip rate provided in any category shall be all-inclusive regardless of time of day as agreed to in the SCHEDULE OF SERVICE – PRICE SCHEDULE established in the awarded contract.

5.2.10 Requirements for Patient Transportation Requests (or Travel Consults). A patient transportation request (or travel consult) is a government issued request for the contractor to transport a patient in accordance with the terms and conditions of this contract. All requests for transportation of patients under this contract shall be executed via the issuance of an authorized patient transportation request (or travel consult). The contractor shall perform services under this contract only upon receipt of a patient transportation request (or travel consult) issued in writing (normally via facsimile) by a government representative authorized by the Contracting Officer. Any patient transportation request (or travel consult) issued verbally by any authorized government representative should immediately be followed by a written copy of the verbally issued request (or travel consult). Patient transportation requests (or travel consults) shall only be issued by the primary COR, alternate COR and/or other authorized government representatives designated by the Contracting Officer. The contractor shall only be authorized to accept patient transportation requests (or travel consults) that are issued by those individual(s) authorized in writing by the government Contracting Officer. If the time requested for pick-up is determined to be physically impossible due to location of veteran beneficiary, the contractor shall contact the appropriate individual at the VA from a list of extensions (which shall be provided to the contractor by the PBS department and the CBOC locations) and inform the designated government representative of the anticipated time required for pick-up and/or drop-off of the patient. The designated government representative shall contact the designated contractor point of contact(s) and provide the following information when issuing all requests for patient transportation (or travel consult):

- Mode of transportation required (ALS or BLS) and;
- Criticality of transportation required (Routine or STAT) and;
- Requested time of arrival and;
- Name of beneficiary and;
- Pick-up and drop-off point and;
- Medical condition/status of patient and;
- Type and number of additional medical care specialists required and;
- Type of equipment required and;
- Patient's date of birth and;
- Any other special instructions

5.2.11 Patient Log Sheet(s). Upon delivery or pick-up of all patients, the contractor shall log in the patient on a log sheet at the location designated at each individual facility. The following information shall be provided on the log sheet for each patient:

- Patient name and;
- Patient's date of birth and;
- Time of delivery or pick-up and;
- Point of origin or destination and;
- Name(s) of contractor personnel picking and/or delivering patient.

5.2.12 Run Sheet(s). At the time of delivery of the patient to their destination, the contractor shall provide a "Run Sheet" as part of the patient's permanent record. This Run Sheet shall include a record of the patient's vital signs, medications used, oxygen use, and any changes in the patient's condition. The Run Sheet shall provide the following information either in this format or in the contractors established format:

- http://www.publicsafety.ohio.gov/links/ems_generic_run_report_form.pdf

5.2.13 Wait Time | Patient Transport Requests. Wait time is defined as the amount of time spent waiting after a scheduled transport time. In no instance shall a beneficiary wait longer than thirty (30) minutes after scheduled transport time or receipt of a patient transport request for an unscheduled transport. When a beneficiary is required by the government to wait longer than 30 minutes, the contractor shall receive authorization to invoice in wait time increments of 15-minute only with written authorization of the government representative(s) specified by the contracting officer in accordance with the following terms and conditions:

5.2.13.1 For time lost in waiting after the first 30 minutes at either end, or both ends of the trip due to causes beyond control, the contractor shall be reimbursed at the rate specified in the SCHEDULE OF SERVICES – PRICE SCHEDULE. If the transport is other than at the designated area, the contractor shall call the COR or authorized government representative(s) designated in writing by the COR and/or CO as soon as the contractor anticipates that a delay may develop for which he/she expects to claim reimbursement. This phone call is only for the purpose of verifying his arrival time at the transport point and is not necessary if the contractor anticipates no delay for which he shall claim reimbursement.

5.2.13.2 In order to keep waiting time at an absolute minimum, the contractor shall immediately notify the authorized government representative(s) designated in writing by the COR and/or CO when all vehicles are

in service. All wait time charges shall be supported by notification to the authorized government representative(s) designated in writing by the COR and/or CO that the driver (vehicle) is in a waiting status. At this point, information concerning the reason for the wait time shall be provided.

5.2.13.3 For unscheduled trips, wait time charges shall commence 15 minutes from the time the contractor actually arrives at the designated pick-up and/or delivery points. For scheduled trips, waiting charges shall commence fifteen minutes from the scheduled pick-up time or from the time the contractor actually arrives at the designated pick-up point, whichever is later.

5.2.13.4 If the designated pick-up and/or delivery points are at other than the VA Medical facilities and waiting beyond the required 15-minute grace period is anticipated, the contractor shall notify the COR or authorized government representative(s) designated in writing by the COR and/or CO during business hours and after hours. This phone call is only for the purpose of verifying the contractor's time of arrival at pick-up and or delivery points and is not necessary if the contractor does not anticipate a delay for which waiting charges will be claimed. The contractor's failure to notify the COR or authorized government representative(s) designated in writing by the COR and/or CO when waiting beyond the grace period, shall result in non-payment for waiting time.

5.2.14 Emergency Patient Transport Requests. Transportation services may be procured without referral to the contractor should the VA determine that immediate transportation is essential to prevent the loss of life or serious bodily harm. In these extremely rare cases, the contractor shall not invoice for services that they did not perform as specified in accordance with Federal, State and local law.

5.2.15 Communications Systems. The contractor shall maintain communication systems as required by Federal, State, Local and Department of Veterans Affairs which shall include the following:

5.2.15.1 The contractor shall have the ability to correspond via Virtru Pro encrypted email capability for all patient related correspondence.

5.2.15.2 The contractor shall maintain sufficient telephone capacity to ensure immediate local/toll free communication access between the VA Medical Center and the contractor's facility for the purposes conducting business in the performance of the contract.

5.2.15.3 The contractor shall have telephone coverage to accept calls from authorized government representatives seven (7) days a week, 24 hours a day.

5.2.15.4 The contractor shall ensure the availability of mobile radio and/or cellular telephone communication with all vehicles providing transportation service at all times.

5.2.15.5 The contractor shall maintain a back-up fax machine capability in the event of natural or man-made disaster or event which prevents the transmission of patient transport requests via encrypted email.

5.2.15.6 The government point of contact for the daily communications with the contractor for coordinating patient transport during normal business hours and after hours is the COR or authorized government representative(s) designated in writing by the COR and/or CO.

5.3 INVOICING PROCEDURES, BILLING RATES AND MANDATORY REPORTS. The contractor shall comply with the terms and conditions established in this contract for invoicing procedures, billing rates and mandatory reports which shall include the following:

5.3.1 Invoicing Procedures. The contractor shall submit invoices on a bi-weekly basis in accordance with the terms and conditions established in this contract to include FAR 52.212-4, FAR 52.247, and VAAR 852.232-72. The contractor shall only invoice for authorized work completed not-to-exceed (NTE) the amounts established in the SCHEDULE OF SERVICES – PRICE SCHEDULE for this contract. The contractor shall ensure all invoices reference the following information to be considered for payment by the government:

- Name and address of the contractor
- Invoice Number
- Invoice Date
- Contract Number
- Contract Task Order Number
- Purchase Order (PO) Number
- Contract Line Item Number (CLIN)
- CLIN Quantity – Specify actual quantity of authorized work completed to include:
 - *Number of Trips One-Way (if invoicing for trips)*
 - *Number of Miles (if invoicing for mileage)*
 - *Number of 15-minute increments for wait time (if authorized to invoice for wait time)*
- CLIN Unit Price
- CLIN Extended Price

- Patient Last Name
- Actual Dates(s), Time(s) and Locations of Patient Transports
 - *Pick-Up Date*
 - *Pick-Up Time*
 - *Pick-Up Location*
 - *Drop-Off Date*
 - *Drop-Off Time*
 - *Drop-Off Location*
- Description of work performed shall specify base rate (one-way), mileage, wait time (15-minute increments), and transport with patient (one-way).
- Description of work performed shall breakout the details of each trip to include patient identification, pick-up point, drop-off point, and the date/time for each individual patient transport as specified herein in accordance with the terms and conditions of the contract.
- Other information requested by the COR or authorized government representative(s) designated in writing by the COR and/or CO and all other information required in accordance with the terms and conditions established in this contract.

5.3.2 Billing Rates. The contractor shall submit all invoices in accordance with the terms and conditions of this contract at the rates specified in the SCHEDULE OF SERVICES – PRICE SCHEDULE which shall be priced as all-inclusive of all costs required to perform services under this contract summarized as follows:

5.3.2.1 All Inclusive Pricing | Fully Burdened. All patient transport rates established in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall be priced by the contractor as fully burdened (or fully inclusive) of all costs required to perform services under this contract such as overhead, general and administrative (G&A) costs, indirect costs, and other direct costs (ODCs) to include all ferry, bridge, tunnel or road toll charges.

5.3.2.2 Base Rate (One-Way). The BASE RATE (ONE-WAY) as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE is for authorized one-way patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. The contractor is NOT authorized to invoice for MILEAGE RATE (ONE-WAY) in addition to the BASE RATE (ONE-WAY) for patient transports with a point-to-point (one-way) travel distance radius of 20 miles or less from the designated VA Medical Center. For patient transports with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center, the BASE RATE (ONE-WAY) plus MILEAGE RATE (ONE-WAY) may be authorized. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.

5.3.2.3 Mileage Rate (One-Way). The MILEAGE RATE (ONE-WAY) as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE shall only be authorized for patient transports which exceed the BASE RATE (ONE-WAY) travel distance radius of 20 miles from the designated VA Medical Center. The contractor shall ensure that all invoices submitted with a point-to-point (one-way) travel distance radius which exceeds 20 miles from the designated VA Medical Center include the MILEAGE RATE (ONE-WAY) plus BASE RATE (ONE-WAY) which shall be calculated based on the total travel distance (one-way) minus 20 miles. The MILEAGE RATE (ONE-WAY) is not authorized for any patient transport that does not have a VA approved passenger onboard. The contractor shall utilize the latest edition of BING maps to calculate the travel distance for all point-to-point trips.

5.3.2.4 Wait Time Rate (15-Minute Increments). The WAIT TIME RATE (15-MINUTE INCREMENTS) as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE and PERFORMANCE REQUIREMENTS SUMMARY (PRS) shall only be authorized for patient transports which exceed the “wait time grace period” specified in this PWS. The contractor shall ensure that all invoices submitted for WAIT TIME shall be in 15-minutes increments only after the 30-minute wait time grace period upon approval by the COR or authorized government representative designated in writing by the COR and/or CO in writing as specified in this PWS and in accordance with the terms and conditions established in the contract.

5.3.2.5 Round Trips | Not Authorized. The contractor is NOT authorized to submit any invoices that include round trip pricing. The contractor shall ensure that all round trips are invoiced as two (2) separate one-way trips as established in the SCHEDULE OF SERVICES – PRICE SCHEDULE.

5.3.2.6 Cancellations Before Arrival at Destination. Should the VA make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, VA may notify the contractor to cancel the patient transport request. For patient transport requests that are

cancelled while the contractor is already in route to the designated pick-up, the contractor shall be entitled to **receive 50% of the base rate** for the trip. This charge shall not include any mileage charge.

5.3.2.7 Cancellations After Arrival at Destination. Should the contractor arrive at the destination before VA cancels the order, or if the contractor is unable to perform a scheduled pick-up for reasons beyond the contractor's control, i.e., incorrect address, or patient absence, or patient refusal, then the contractor shall **receive 100% of base rate for a one-way trip, and applicable mileage if outside contract Mileage Threshold areas of coverage.**

5.3.2.8 No Long-Distance Phone Charges Authorized. Requests for patient transports (or travel consults) may be in writing or orally from an authorized representative of the VA, and may be completed by telephone, facsimile, mail, Virtru Pro encrypted e-mail, or in person (by giving a written or verbal request). If the contractor's place of business is located beyond the local telephone call zone of the VA Medical Center, the contractor ensure that a toll-free number is available at all time for accepting the VA phone calls and faxes.

5.3.2.9 No Hotel Charges Authorized. Reimbursement for contractor employees that stay in a hotel will not be authorized.

5.3.2.10 No Toll Charges. Although there are currently no toll charges in the state of Ohio, it is agreed and understood that the prices quoted in the SCHEDULE OF SERVICES – PRICE SCHEDULE do not include any ferry, bridge, tunnel or road toll charges. Any such legitimate toll charges incurred shall be limited to Two Way only and shall be listed separately on the contractor's invoice.

5.3.2.11 Documentation for Payments and Audits. All documentation provided by the contract for services performed shall be reviewed prior to certifying payment. The COR, alternate COR and/or authorized government representative designated by the Contracting Officer as appropriate shall perform routine audits to ensure proper documentation of services. Contract monitoring and recordkeeping procedures shall be sufficient to ensure proper payment and to allow auditors to verify that services were provided in accordance with the terms and conditions established in this contract.

5.3.3 Mandatory Reports | Itemized Report. An itemized report with trip summary shall be submitted by the first workday of each week for the trips approved for the prior week. Summary shall have beneficiary's name, date of birth and total charge for each trip. A week is considered from Monday thru Sunday. When the end of the month falls on a day other than Sunday, a report shall be submitted for the period of Monday thru the last day of the month. The next report shall be for the first day of the new month thru Sunday.

5.3.4 Mandatory Reports | Ad Hoc Reports and Data Calls. The contractor shall provide ad hoc reports and respond to data calls on an as needed basis as requested by either the COR or CO.

5.4 VEHICLE AND EQUIPMENT REQUIREMENTS. All vehicles used to provide services on this contract shall comply with all Federal, State, Local and Department of Veterans Affairs requirements which shall meet the following minimum requirements:

5.4.1 Have functioning mechanisms which ensure that all access doors are capable of being opened from both inside and outside the vehicle, and remain closed and secure during travel;

5.4.2 Have functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile;

5.4.3 Shall be equipped with operational air conditioning and heating systems. If the air conditioning system becomes inoperable during a day when the high temperature is forecast to reach 79 degrees or more, the vehicle shall be immediately pulled from service at the termination of the current trip and shall not be used again for service under this contract until the air conditioning system has been repaired;

5.4.4 Have exterior free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle;

5.4.5 Shall be equipped with hubcaps or wheel covers;

5.4.6 Have all body molding in place, or if removed, holes shall be filled and painted.;

5.4.7 Have passenger compartment that shall be clean of dirt and free from torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges and vermin or insects;

5.4.8 Have unobstructed vision on all sides;

5.4.9 Shall be equipped with an operable two-way radio and/or cellular telephone communication system that provides for contact with the vehicle during all hours of operation. Beepers are not an acceptable substitute. A two-way radio that shall be fully operational at all times during contract performance;

5.4.10 Have windows and doors that can be opened and closed in accordance with manufacturer standards;

5.4.11 Not have leaks of any kind;

5.4.12 Be equipped with a functioning horn;

5.4.13 Have operable seat belts on all seats for all occupants;

5.4.14 Have fully charged, certified and non-expired fire extinguisher. 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;

5.4.15 Vehicle shall contain a First Aid Kit with 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. Vehicle shall have two (2) blankets. Vehicle shall have on board supplies to provide infection control precaution procedures;

5.4.16 Steps shall be treated with non-skid material;

5.4.17 Vehicles shall have clamp cleats, belts, and/or wheelchair tie-down straps and devices to firmly anchor wheelchairs to prevent movement in any direction and will secure both wheelchair and wheelchair beneficiaries;

5.4.18 Loading platform shall be integral to the vehicle and made of at least thirteen (13) gauge steel. 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 of the driver or inconvenience the patient;

5.4.19 Have a backup for all lift capacity. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails;

5.4.20 A fixed seat position or a fixed secured floor or sidewall wheelchair lock must be approved for each ambulatory or wheelchair restricted passenger being transported, according to the passenger's needs. Driver shall ensure wheelchair locks are secured and seat belts and shoulder harnesses are in place before the vehicle is driven;

5.4.21 Vehicles shall be designated non-smoking;

5.4.22 Meet all safety and mechanical standards established by Local, State and Federal statutes and regulations;

5.4.23 Global Positioning System (GPS). GPS system shall be installed and operational in all vehicles at all times during contract performance. All vehicles shall be equipped with a GPS system which has the following capabilities:

- Line Mapping – step by step directions
- Summary - gives you a daily report on the driver's activity for the day
- Stop – indicates where, when, and for how long the vehicle stopped
- Speeding – gives you the speed the vehicle is going from point to point
- Mileage – gives you the daily travel mileage from point to point daily
- Detailed – specific information on a vehicle
- Ignition – indicates when the vehicle starts up
- Landmark Stop – gives you point by point directions with major landmarks
- Engine idle – tells you that the vehicle has stopped and is on/running
- Maintenance – lets you know when it is time for an oil change/tune up
- State Mileage – indicates long distance trips' mileage and tracking

5.4.24 The contractor shall ensure that all ambulance vehicles and equipment utilized to perform services under this contract all meet all applicable Federal, State, and local requirements for insurance, licensing, registration, and equipment. Furthermore, the contractor shall ensure that all ALS and BLS vehicles performing under this contract comply with all applicable state of Ohio and local laws, rules, regulations and procedures as appropriate to include but not limited to the Ohio Administrative Code, Ohio Guidelines, the Ohio Medical Transportation Board Administrative Code (Chapter 4766-2 Ambulance) available for reference on-line to include but not limited to the following:

- <http://www.ems.ohio.gov/>

- <http://codes.ohio.gov/oac/4766-2>

5.4.25 The contractor shall not be permitted to borrow medical equipment from the Medical Center. The contractor shall provide all medications required while in transport, sheets and blankets, and other equipment and supplies required for use while in transport. The contractor shall at no time and under any circumstances exchange supplies, equipment and/or medications with VA. The prices quoted in the SCHEDULE OF SERVICES – PRICE SCHEDULE of the resultant award shall be inclusive of all supplies and materials to include consumables necessary to perform all services required for this effort. The vehicles utilized by the contractor shall have all equipment required to provide critical patient care and transport in accordance with the terms and conditions of this PWS and the resultant contract.

5.4.26 The contractor shall be responsible for sharps disposal as appropriate in accordance with all applicable Federal, State, and local requirements.

5.4.27 The contractor shall ensure that all additional items such as first aid kits, flashlights, warning triangles, ice scrapers, blankets, etc. shall be secured and stored below the level of seat backs.

5.4.28 The contractor shall ensure that all dry chemical fire extinguishers are securely mounted in a bracket and readily accessible to the driver in an emergency which shall be serviced annually and bear a tag indicating the dates of all inspections

5.5 VEHICLE INSPECTIONS. All vehicles used to provide services on this contract shall comply with all Federal, State, Local and Department of Veterans Affairs requirements. The VA Medical Centers at each location will inspect all vehicles that are to be utilized in the performance of this contract. These inspections will be conducted at the beginning of the contract, before each initial use of an added vehicle and as necessary as specified by the COR or authorized government representative(s) designated in writing by the COR and/or CO to include but not limited to the following:

5.5.1 The contractor shall not use any vehicles for this contract that has not passed all applicable Federal, State and local rules, regulations, statutes and procedures and industry standards for vehicle inspections.

5.5.2 The contractor shall contact the COR or authorized government representative(s) designated in writing by the COR and/or CO to coordinate the date, time, and location for inspections.

5.5.3 The contractor shall provide the COR with a list of all vehicles used to provide services under this contract, including vehicle license numbers, Vehicle Identification Number (VIN), vehicle type, model, year of manufacture, safety inspection records and insurance certificates prior to initiating service. An updated list shall be provided to the COR quarterly.

5.5.4 All vehicles shall be made available for inspection at any reasonable time during the performance of this contract when requested by the COR or authorized government representative(s) designated by the COR and/or CO in writing. Any vehicle found not in conformity with the above standards or any vehicle receiving two (2) or more unsatisfactory findings within a five (5) day period shall be removed from service immediately. That vehicle shall not be put back in service until subsequent inspections verify correction of the deficiencies. The Government reserves the right to order the immediate removal from service any vehicle not in compliance with any vehicle standards referenced herein. Failure to comply with this requirement may be cause for disallowance of compensation for services rendered in the violating vehicle.

5.5.5 The VA reserves the right to restrict the contractor's use of 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 specifications. 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 VA.

5.5.6 The VA reserves the right to have VA personnel, such as Contracting Officer, COR and COTRs (or their designee), observe and inspect contractor operations at any time during the term of this contract. The VA shall conduct scheduled or unscheduled site visits to observe and inspect contractor operations. A scheduled site visit is defined as a visit that the contractor is made aware of in advance. An unscheduled site visit is defined as a visit without advanced notice.

5.5.7 The VA reserves the right to inspect the contractor's equipment and vehicles and/or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing emergency medical transport vehicles (ambulance). VA inspections of contractor facilities shall in no way constitute a warranty by the VA that the Contractor's vehicles and equipment are properly maintained. Inspections shall take place at the outset of the contract and on an as needed basis thereafter. To be in and remain in compliance, the contractor shall adhere to the OAC 4766, State Board of Emergency Medical, Fire,

and Transportation Services and all applicable state laws, rules, regulations and procedures as appropriate. The VA reserves the right to restrict the contractor's use of 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 specifications. 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 VA.

5.5.8 The VA reserves the right to have the COR and/or authorized government representative designated by the COR and/or Contracting Officer observe and inspect contractor operations at any time during the term of this contract. The VA shall conduct scheduled or unscheduled site visits to observe and inspect contractor operations. A scheduled site visit is defined as a visit that the contractor is made aware of in advance. An unscheduled site visit is defined as a visit without advance notice.

5.6 BENEFICIARY TRANSPORT | OTHER REQUIREMENTS. The transportation of all Veteran patient beneficiaries shall strictly comply with all Federal, State, Local and Department of Veterans Affairs requirements which shall include the following:

5.6.1 Passengers. 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 will 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. The contractor shall only be required to transport escort with patient and shall not be required to return the escort back to point of origin. The COR or authorized government representative(s) designated in writing by the COR and/or CO, in the best interest of the beneficiary, allow one relative or one caregiver (18 years of age or older) to accompany him/her. The contractor shall make no charge for transporting a caregiver or relative acting as an attendant.

5.6.2 Service Dog. Patients shall be entitled to transport one certified trained "Service Dog." Consistent with regulation 38 CFR 1.218(a)(11), defines a service animal only as a dog that is individually trained to assist an individual with physical, sensory, or mental disability, and not any other animal that merely provides emotional support or companionship. Companion animals, emotional support animals, and pets are not considered service dogs. No pets are to be transported at any time. VHA Directive 1188, Animals on Veterans Health Administration (VHA) Property, dated August 25, 2015 Animals in Health Care, dated November 18, 2015 and all local VAMC Policy.

5.6.3 Substitutions. 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 dry runs. There shall be no additional charge to the VA when such changes occur.

5.6.4 Indemnification and Insurance. The contractor shall provide all required indemnification and insurance in accordance with Federal, State and local Department of Veterans Affairs requirements to include VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (MAR 2018), VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008) and other supplemental insurance requirements as established in accordance with the terms and conditions of this contract. Before commencing work under the contract, the contractor shall furnish the Contracting Officer with a certification from their insurance company that the coverage outlined in this contract has been obtained and that it may not be changed or canceled during the term of this contract. In addition, the contractor shall provide the Contracting Officer proof of insurance coverage within 24-hours of any request during the performance of this contract.

5.6.5 Contractor Patient Care Report. The contractor shall provide a patient care report as part of the patient's permanent record at the time of drop-off of each individual patient. This patient care report shall include a record of the patient's vital signs, medications used, oxygen use, and any changes in the patient's condition. The list stated here shall not be construed as all inclusive, and the contractor shall provide all pertinent information.

5.6.6 Number of Patients. The contractor shall not exceed vehicle capacity for the patient and one (1) passenger transported in vehicles.

5.6.7 Unforeseeable Conditions. When unforeseeable or uncontrollable conditions occur, such as, but not limited to severe storms, flooding, or other hazardous road and travel situations, time and distance qualifications shall be considered secondary to safety precautions. Any delays or exceptions to the required quality of services, due to such substantial difficulties, shall be reported immediately to the COR and/or authorized government representative(s) designated by the COR and/or Contracting Officer as specified herein. The Contracting Officer will make a determination as to whether any such delays in service will be excused. VA will not be charged for trips canceled due to conditions listed within this paragraph.

5.6.8 The contractor shall agree that all deliverables, associated working papers, and other material deemed relevant by the contractor in the performance of this task order are the property of the United States Government. The contractor shall agree that all individually identifiable health information shall be treated with the strictest confidentiality. Access to records shall be limited to essential personnel only. Records shall be secured when not in use. At the conclusion of the contract, all copies of individually identifiable health records shall be destroyed or returned to the VA. Any individually identifiable health records shall be deleted from computers not belonging to the VA. The contractor shall comply with the Privacy Act, 38 U.S.C. 5701, 38 U.S.C. 7332, and 5 U.S.C. 552(a) et. Seq. Contractor staff shall sign confidentiality statements before the start date of the contract. The contractor shall comply with all provisions of the Health Information Portability and Accountability Act (HIPAA), including but not limited to privacy, security of electronic health data, and adherence to standards and code sets as required by HIPAA. The contractor shall ensure the confidentiality of all patient and employee information and shall be held liable in the event of breach of confidentiality. Any person, who knowingly or willingly discloses confidential information obtained from the VA with non-essential persons, may be subject to fines.

5.6.9 HIPAA Compliance. HIPAA compliance is required in accordance with the terms and conditions established in this contract. The contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the 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 (VA). In accordance with HIPAA, the contractor may be required to enter into a Business Associate Agreement (BAA) with VA.

5.6.10 Blood Borne Pathogens. The contractor and the employees provided, pursuant to this contract, shall comply with the effective VAMC Policy (and Occupational Health requirements in accordance with OSHA Blood Borne Pathogens (BBP) Law and the OSHA Tuberculosis Compliance Directive, enforceable under OSHA's General Duty Clause) governing health care workers infected with a blood borne pathogen. If the contractor obtains information that a health care worker providing care pursuant to this agreement may be infected with a blood borne pathogen, the contractor will advise the Contracting Officer immediately.

5.6.11 State of Ohio Approved Medical and/or Drug Protocols. The contractor shall provide a copy of their state of Ohio approved medical and/or drug protocol(s) with submission of their offer. The COR and/or Contracting Officer may request the contractor provide a copy of their currently approved medical and/or drug protocol at any time during the performance of this contract which the contractor shall provide within 24 hours of any given request. In addition, the government may require the contractor to make changes to their approved medical and/or drug protocol as appropriate in order to meet the needs of the VA medical facility that is being directly supported under this contract.

5.7 PATIENT RIGHTS, WELFARE, AND SAFETY. The rights, welfare and safety of all Veteran patient beneficiaries shall strictly comply with all Federal, State, Local and Department of Veterans Affairs requirements which shall include the following:

5.7.1 Patient Safety. All drivers shall ensure the beneficiary is completely secured (fastened seat belts) prior to transport. The contractor shall immediately notify the COR or authorized government representative(s) designated in writing by the COR and/or CO of any vehicle breakdowns or other problems that can result in service disruption. Safety practices shall adhere to all requirements listed herein as well as those set forth in the **Ohio Administrative Code, Chapter 4766-2** with all applicable Federal, state and local laws, rules, regulations and procedures as appropriate

5.7.2 The contractor shall be courteous to VA beneficiaries and shall not smoke and play loud music originating from any device while transporting patients. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and personal suitcase.

5.7.3 Incidents Involving Injuries. 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 COR or authorized government representative(s) designated in writing by the COR and/or CO, an incident report which shall include all information necessary to provide a full and complete description of the facts.

5.7.4 Complaints. The contractor shall notify the COR or authorized government representative(s) designated by the COR and/or CO in writing, in writing within 24 hours of any complaints made by the patients with regards to patient transport services performed under this contract. The contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No

recommendation shall be construed as being effective until and unless it is provided as a written modification to the contract from the Contracting Officer. All notification of complaints shall include a VA Form 119 which shall be fully completed and submitted by the contractor to the COR which is available as the following website:

- <http://vaww.va.gov/vaforms/va/pdf/VA119.pdf>

5.7.5 Beneficiary Belongings and Abuse. The contractor shall be responsible for beneficiary welfare during the transport of beneficiaries to or from the VAMC, Community Based Outpatient Clinics and requested non-VA locations. The contractor shall ensure that the beneficiary's belongings are properly accounted for and delivered with the beneficiary. The Government expects the successful offer to exercise extreme caution and care in handling of beneficiaries. Any abuse of beneficiaries shall be grounds for default action or termination of contract.

5.7.6 Right to Bar Driver. The VA reserves the right to bar any driver from transporting VA beneficiaries should he/she violate any terms of this contract.

5.7.7 Reporting of Incidents. The contractor shall immediately report all medical incidents and accidents, including those where there is no apparent injury to the beneficiary, which occurs while transporting VA beneficiaries. The driver shall provide a written report documenting the facts of the incident/accident to the COR or authorized government representative(s) designated by the COR and/or CO in writing within 24 hours of the occurrence. The written report shall include the names, addresses, and telephone numbers of any witnesses as well as any applicable Police Reports. Any accident involving major damage, serious personal injury or loss of life shall be reported to the COR or individual(s) designated by the COR and/or CO in writing immediately. Records shall be kept for three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service. The contractor shall complete and submit to the COR, the form entitled, Report of Accident within 24 hours:

- <http://vaww.va.gov/vaforms/va/pdf/VA2162.pdf>

5.7.8 Prevention and Control of Infectious Agents. The contractor shall use universal precautionary measures for the prevention and control of the spread of infectious agents to all persons:

- <https://www.osha.gov/SLTC/etools/hospital/hazards/univprec/univ.html>

5.7.9 General Safety Requirements. The safety practices of the contractor shall adhere to all requirements listed herein as well as those set forth in OAC 4766-2 and in accordance with all applicable Federal, state and local laws, rules, regulations and procedures as appropriate. During the performance of this contract, the contractor shall take all requested additional safety precautions as determined necessary by the Contracting Officer or COR. If the contractor is advised of noncompliance issues, the contractor shall take immediate corrective action. Such notice shall be administered in writing to the contractor. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the contractor in default.

5.7.10 OSHA Safety Requirements. Each licensed Medical Transportation Organization (MTO) shall comply with all Occupational Safety and Health Administration (OSHA) blood borne pathogens regulations as defined by 29 C.F.R. 1910.1030. All licensed MTOs performing services under this contract shall ensure that sanitation procedures are provided to all personnel in a written document that conforms to current standards as set forth in occupational safety and health administration-blood borne pathogens protocol. In addition, all licensed MTOs shall maintain and follow a written sanitation plan that conforms to the latest blood borne pathogen standards as written by the occupational safety and health administration with the following documentation that shall be maintained for each vehicle:

- Sanitation schedule and;
- Date the sanitation was completed and;
- Documentation of who performed sanitation.

5.7.11 Written Policy | Use of Emergency Lights and Audible Warning Devices. All licensed MTOs shall establish a written policy governing the use of emergency lights and audible warning devices pursuant to the OAC and ORC which shall be made available for inspection by the cognizant governing board in accordance with all applicable Federal, state and local codes, laws, rules, regulations and procedures as appropriate.

5.8 DRIVER STANDARDS AND CONDUCT. The contractor shall provide drivers which comply with all applicable Federal, State, Local and Department of Veterans Affairs requirements to include the following:

5.8.1 Contractor Personnel List and Driver's License Requirements. The contractor shall provide the COR or authorized government representative(s) designated by the COR and/or CO in writing an updated list of drivers

by the fourth day of each month when additions or deletions have been made during the previous month. The contractor shall ensure that all drivers providing services under this contract shall have less than five (5) current points on their driver's license, none of which were assessed for "Reckless Driving." The VAMC reserves the right to order the removal from service under this contract, any driver who violates the provisions of this section. The contractor shall provide a copy of the state driver's license as supporting documentation.

5.8.2 Employee Records. The contractor shall maintain a record of each employee as to the character, background and security checks, current driving records and physical capabilities of performing the duties required to perform services under this contract. The contractor shall make these records available for inspection upon request by the Contracting Officer or the Contracting Officer's Representative (COR). At no time shall contractor utilize add-on or replacement personnel to perform contract services who do not meet the qualifications under the terms and conditions of this contract.

5.8.3 Documentation of Employee Training, Certifications, Licensing and Other Qualifications. 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. All drivers shall have a valid operator's or chauffeur's license in accordance with Federal, State and Local government requirements for their place of operation, for the services they perform. All drivers must have a current CPR certification and have successfully completed the Standard and Advanced First Aid Course of the American Red Cross or U.S. Bureaus of Mines or equivalent and be capable of providing necessary medical assistance to the attending medical care specialist.

5.8.4 Employee Identification. Drivers shall wear appropriate and clean attire with a picture identification (ID) badge that clearly identifies the company they work for and ID shall be worn in clear view above the waist. Drivers shall secure all beneficiaries and passengers with approved security devices prior to transport.

5.8.5 Employee Competency and Safety Assessments. The contractor shall demonstrate to the COR or authorized government representative(s) designated by the COR and/or CO in writing that their attendants are adequately trained in the safe and proper transport of beneficiaries.

5.8.6 Driver's Standards with Certain Patients. Drivers shall not transport the beneficiaries of the VAMC if they appear to be ill or under the influence of drugs or alcohol. Drivers shall not transport anyone who insists on smoking during the transport; this includes drivers and attendants as well.

5.8.7 Protection of Government Buildings, Equipment and Vegetations (FAR 52.237-2). The contractor will use reasonable care to avoid damaging existing buildings, equipment and vegetation on the Government installation. If the contractor's failure to use reasonable care causes damage to any of this property, the contractor will replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the contractor fails or refuses to make such repair or replacement, the contractor will be liable for the cost, which may be deducted from the contract price.

5.8.8 Compliance with English Language Requirement. The contractor shall ensure that all employees are fully proficient in the English language at a level sufficient to seamlessly perform all services required in accordance with the terms and conditions of this contract as specified in the Performance Requirements Summary (PRS).

5.8.9 Right of Government Refusal. The VA Medical Center reserves the right to refuse the services of any contractor personnel whom fail to perform services in accordance with the terms and conditions of this contract to include but not limited to infraction of rules and regulations, improper conduct, etc. Immediate action may be taken by the Government to remove contractor personnel not performing services in accordance with the terms and conditions of this contract to include all applicable VA policies, procedures and regulations.

5.8.10 Driver's Age, Experience, Behavior and Other Driver Requirements. Drivers shall display professional manners at all times. Rude or obscene behavior or language will not be tolerated. Each Driver shall be at least 18 years of age and have not less than one-year experience as a licensed driver and for the past three (3) years that:

- 5.8.11.1 Have NOT had a driver's license canceled or suspended under Ohio Statutes (or other state equal);
- 5.8.11.2 Have had a driving record clear of convictions for operating a motor vehicle or motorcycle without insurance as required by Ohio Statutes (or other state equal);
- 5.8.11.3 Have had a driving record clear of convictions for driving a motor vehicle without a valid current license for the class of vehicle driven;
- 5.8.11.4 Have had a driving and criminal record clear of convictions for driving under the influence of alcohol or a controlled substance under Ohio statutes (or other state equal); and

5.8.11.5 Have had a record clear of criminal convictions of crimes or pending criminal indictments against persons, and crimes or anticipatory crimes reasonably related to providing special transportation services. This must be documented by a formal background check.

5.8.11 Driver's Conduct. The following acts are NOT permissible under any circumstances by drivers that provide services under this contract under:

- 5.8.12.1 Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctor's prescriptions which do not impair driver's driving ability) while on duty or reporting for duty while under the influence of liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions which do not impair driver's driving ability);
- 5.8.12.2 Gambling in any form;
- 5.8.12.3 Smoking and other uses of tobacco while on duty. Both Beneficiaries and contractor are prohibited from smoking in vehicles. The smell and residual smoke may cause other beneficiaries who shall be riding in the vehicle to become ill;
- 5.8.12.4 Carrying of pistols, firearms or concealed weapons;
- 5.8.12.5 Resorting to physical violence to settle a dispute with a fellow employee, beneficiaries, or the general public while on duty;
- 5.8.12.6 Spitting in prohibited places or any other unsanitary, offensive, or insensitive practices or behavior.;
- 5.8.12.7 Use of loud, indecent, or profane language and/or making threatening or obscene gestures toward fellow employees, beneficiaries or the general public;
- 5.8.12.8 Stopping for personal business, including excessive use of restroom facilities, while vehicle is occupied by a passenger. The driver shall not leave the vehicle with the key in the ignition at any time;
- 5.8.12.9 Engaging beneficiaries in a verbal confrontation in an attempt to settle a disagreement. Should a disagreement arise, the driver shall contact his dispatcher/supervisor via the radio system;
- 5.8.12.10 Soliciting or accepting tips from beneficiaries, companions, or others at any time;
- 5.8.7.11 Drivers who **accumulate three (3) complaints that are unrelated and substantiated in a 12-month period** shall be prohibited from providing any further services under this contract. The VA reserves the right to bar any driver from transporting VA beneficiaries should he/she violate any terms of this contract;
- 5.8.7.12 Playing loud music originating from any device in vehicles while transporting VA patients; and
- 5.8.7.13 Texting or using a cell phone while operating the vehicle.
- 5.8.7.14 The contractor shall ensure that all employees ensure our valued Veteran patients receive the quality of service they have earned for their dedicated service to the nation.

5.9 SUB-CONTRACTING AND SERVICE DISRUPTIONS. The contractor shall comply with all Federal, State, Local and Department of Veterans Affairs requirements and the terms and condition established in this contract to include the following:

5.9.1 Subcontracting. The prime contractor shall be responsible for performance of all subcontractors to ensure full compliance with the terms and conditions of this contract. All bills for subcontractor service will be reimbursed by the prime contractor directly to the subcontractor at the contract rate specified in the SCHEDULE OF SERVICES – PRICE SCHEDULE. This contract is subject to 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)) and other limitations specified in the terms and conditions of this contract.

5.9.2 Service Disruptions and Government Rights. In the event, the contractor is unable to perform services or have services performed as required, the contractor shall immediately notify the COR or authorized government representative(s) designated in writing by the COR and/or CO and provide a justification for non-performance. The VA reserves the right to re-procure services which cannot be performed by the contractor, in accordance with the terms, conditions, and schedule of this contract. The contractor shall indemnify the VA for excess re-procurement cost, which may result from the contractor's inability to perform the required service. Payment of re-procurement costs shall not relieve the contractor from any other provision in this contract covering inspection, acceptance and deductions from payment. The VA will be the sole judge in determining when services will be re-procured. The failure of the contractor to perform services within the required time frames and in accordance with terms and conditions may also provide cause for termination of the contract for "cause" [see FAR clause 52.212-4(m)].

5.9.3 Reporting Requirements for Vehicle Breakdowns. The contractor shall immediately report any and all vehicle breakdowns or other problems that may cause service disruptions to the COR or authorized government representative(s) designated in writing by the COR and/or CO. When any vehicle breakdown occurs, the

contractor shall provide a back-up vehicle to minimize any delay or inconvenience to the beneficiaries. When conditions, neither foreseeable and/or controllable by the contractor occur, such as severe storms, flooding, hazardous road and travel conditions, time and distance requirements shall be considered secondary to safety precautions. Delays or exceptions to the required quality of services shall be reported to the COR or individual(s) designated by the COR and/or CO in writing.

5.10 **COMPLAINTS.** The contractor shall notify the COR in writing within 24 hours of any complaints made by the patients with regard to the ambulance service which shall include a fully completed VA Form 119 (Report of Contact) which is available at the following website: <http://vaww.va.gov/vaforms/va/pdf/VA119.pdf> The authorized government representative(s) designated by the COR and/or CO in writing will monitor all services provided by the contractor. The contractor shall cooperate with the authorized government representative(s) in providing information and answering questions related to any and all incidents. All complaints received by the authorized government representative(s) that are forwarded to the contractor shall be investigated promptly. The authorized government representative(s) shall forward the final report to the COR. After investigation and disposition, the contractor shall respond to the COR in writing within five (5) working days after receipt by the contractor.

5.10.1 **Contractor Recommendations.** The contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No recommendation shall be construed as being effective until a written modification to the contract is executed by the Contracting Officer.

5.11 **DISASTER PLANS.** In case of a disaster, natural or man-made, the contractor shall utilize maximum available resources to assist in the emergency transport of beneficiaries either to or from VA Medical Center (VAMC), Community Based Outpatient Clinics (CBOC) and requested non-VA locations to include the home residence of the patient.

5.12 **WAGE RATES AND SERVICES CONTRACT ACT.**

5.12.1 **Wage Rates.** The Department of Labor has held that contractors must pay their employees the Service Contract Act wage while they are driving both to and from destinations for the VA. The contractor certifies that all employees performing services under this contract shall be paid at an hourly rate that is equal to or greater than current Department of Labor (DOL) Wage Determination for the labor category specified in the Performance Requirements Summary (PRS) of this PWS for the county in which the VA Medical Center being support for this contract resides within. The contractor shall provide verification of labor hour rate compliance for all employees as specified in the PRS of this PWS within 4 hours of any request by the Contracting Officer (CO).

5.12.2 **Services Contract Act.** The contractor shall ensure full compliance with all requirements of the Services Contract Act (SCA) during the performance of the resultant contract (if any) to include any task orders issued under the resultant contract.

6. APPLICABLE PUBLICATIONS, CERTIFICATIONS AND OTHER REQUIREMENTS. The contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures to include Federal, State, Local and Department of Veterans Affairs policies. The contractor shall adhere to Ohio Administrative Code (OAC) 4766, State Board of Emergency Medical, Fire, and Transportation Services and all applicable Federal, State and Local laws, rules, regulations and procedures as appropriate to include but not limited to the following:

- **Ohio Administrative Code:** <http://codes.ohio.gov/oac/4766-2>
- **EMS Ohio Emergency Medical Services:**
 - <http://www.ems.ohio.gov/>
 - <https://www.ems.ohio.gov/medical-transportation.aspx>
 - <http://www.ems.ohio.gov/critical.aspx#scope>

6.1 BACKGROUND CHECKS AND INFORMATION SECURITY. The contractor, 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, information system security and background checks.

6.2 TRAINING. All contractor employees shall comply with the training requirements required by Federal, State, Local and Department of Veterans Affairs policies, procedures and regulations to include the following:

6.2.1 Annual VHA Training | Compliance and Business Integrity Program. In accordance with VHA Directive 2003-028 "Compliance and Business Integrity Program", its updates or replacement directives, IG Guidance at 8994, Section II(C); Guidance at 4875, Section III (B) (4) Sentencing Guidelines, Section 8B2.1 (b) (4) (B) annual compliance training is to be provided to all contractors within the scope of their work. The medical center CORs are to coordinate the annual training with their respective Contracting Officer and Compliance and Business Integrity Officers. A copy of the documentation of the completed annual training is to be provided to the Compliance and Business Integrity Officers for their files.

6.2.2. Annual VHA Training | Privacy and Release of Information. In accordance with VHA Directive 1605.1 "Privacy and Release of Information", updates or replacement directives annual VHA Privacy Policy Training is to be provide to all contractors within the scope of their work. A copy of the documentation of the completed annual training is to be provided to the Contracting Officer and the facility Privacy Officer for their files.

6.2.3 Annual VHA Training | VHA Cyber and Security Training (as applicable). In accordance with VA Directive 6500, "Information Security Program", updates or replacement directives annual VHA Cyber and Security Information Training is to be provided to all contractors within the scope of their work. A copy of the documentation of the completed annual training is to be provided to the Contracting Officer and the facility Information Security Officer for their files.

6.3 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS). The contractor is required to register in the Contractor Performance Assessment Rating System (CPARS). As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed the dollar threshold specified in the FAR and may share those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database. The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal Agencies.

6.3.1 Each contractor whose contract award is estimated to exceed the dollar threshold specified in the FAR shall be required to register with the Contractor Performance Assessment Rating System (CPARS) database at the following <https://www.cpars.gov/> or by calling (207) 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

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

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

7. Performance Requirements and Historical Peak Demand Estimated Workload Data:

7.1 Performance Requirements Summary: The performance requirements are the thresholds of minimum acceptable levels of service critical to successful performance of this contract which are summarized as follows:

PERFORMANCE REQUIREMENTS SUMMARY

Performance Objectives	Performance Standard	Acceptable Quality Level (AQL)	Method of Monitoring
1) Routine Runs On-Time	The contractor shall arrive for patient pick-up <u>within sixty (60) minutes</u> of receipt of a patient transport request (or travel consult) from the COR or other authorized government representative(s) designated in writing by the Contracting Officer. <i>NOTE: All return pickups shall be completed within thirty (30) minutes of notification that the patient has completed their appointment.</i>	95% On-Time	The COR or authorized government representative designated in writing by the CO will review the ordering log and other correspondence as appropriate for any concerns related to the performance of service under this contract.
2) Routine Runs Excessively Late	Any patient transport <u>which exceeds ninety (90) minutes</u> from receipt of a patient transport request (or travel consult) from the COR or other authorized government representative(s) designated in writing by the Contracting Officer. <i>NOTE 1: "Late" routine runs are defined as a run completed in 60-90 minutes.</i> <i>NOTE 2: "Excessively Late" routine runs are defined as a run completed in excess of 90-minutes.</i> <i>NOTE 3: Return pick-ups which exceed sixty (60) minutes of notification that the patient has completed their appointment will be considered "excessively late".</i>	0% Excessively Late	The COR or authorized government representative designated in writing by the CO will review the ordering log and other correspondence as appropriate for any concerns related to the performance of service under this contract.
3) STAT Runs On-Time	The contractor shall arrive for patient pick-up <u>within twenty (20) minutes</u> for ALS and within (30) minutes for BLS from receipt of a patient transport request (or travel consult) from the COR or other authorized government representative(s) designated in writing by the Contracting Officer.	99% On-Time	The COR or authorized government representative designated in writing by the CO will review the ordering log and other correspondence as appropriate for any concerns related to the performance of service under this contract.
4) STAT Runs Excessively Late	Any patient transport <u>which exceeds fifty (50) minutes</u> from receipt of a patient transport request (or travel consult) from the COR or other authorized government representative(s) designated in writing by the Contracting Officer. <i>NOTE 1: "Late" routine runs are defined as a STAT run completed in 20-50 minutes.</i> <i>NOTE 2: "Excessively Late" routine runs are defined as a STAT run completed in over 50-minutes.</i>	0% Excessively Late	The COR or authorized government representative designated in writing by the CO will review the ordering log and other correspondence as appropriate for any concerns related to the performance of service under this contract.
5) Surge Capability for Simultaneous Transports	The contractor shall have the full capacity and capability to execute six (6) "simultaneous" ALS and/or BLS patient transports (or runs) within any given one (1) hour period on 24-hour per day/365 days a year basis that meet the timeliness standards established herein. <i>NOTE: The definition of "simultaneous" patient transports (or runs) is five (5) individual ALS and/or BLS patient pick-ups executed within any given one (1) hour period on 24-hour per day/365 days a year basis in compliance with the</i>	99% On-Time	The COR or authorized government representative designated in writing by the CO will review the ordering log and other correspondence as appropriate for any concerns related to the performance of service under this contract.

	<i>timeliness standards established in the performance requirements summary portion of the PWS.</i>		
6) Virtru Pro Encrypted Email	The contractor shall <u>utilize Virtru Pro encrypted email for all patient transport requests and other correspondence</u> as specified in this PWS and in accordance with the terms and conditions of this contract.	100% Compliance	The COR or authorized government representative designated in writing by the CO will conduct random compliance checks with the contractor as necessary.
7) Daily Review Next Day Service Schedule	The contractor shall coordinate and fully confirm all patient transport requests (or travel consults) for performance the next day with the COR or individual(s) designated by the COR and/or CO in writing <u>not later than 1600-EST daily.</u>	95% On-Time	The COR or authorized representative designated in writing by the CO will review all contractor correspondence with the Government requiring activity for all patient transport requests.
8) Same Day Trips	The contractor shall confirm receipt of all patient transport requests immediately upon receipt via Virtru Pro encrypted email. <i>NOTE: The government reserves the right to procure service from another provider if the contractor is more than 30 minutes late and charge the contractor the costs incurred by the government which shall be documented in CPARS as appropriate.</i>	95% On-Time	The COR or authorized government representative designated in writing by the CO will randomly review all correspondence to include the trip log and all patient inquiries as appropriate regarding any concerns related to the performance of all services.
9) Delivery of Weekly Itemized Summary Report	The contractor shall transmit via Virtru Pro encrypted email for all patient transports completed the previous week the itemized summary report as specified herein not later than the first normal business day of the after completion any given weekend or holiday to the COR or individual(s) designated by the COR and/or CO in writing. <i>NOTE: The delivery date, time and location shall be annotated, reviewed and signed by both the contractor employee delivering and government representative receiving the tickets on the trip log at the location specified by the COR in writing.</i>	95% On-Time	The COR or authorized government representative designated in writing by the CO will randomly review all correspondence as appropriate regarding any concerns related to the performance of all services.
10) Wait Time	The contractor shall ensure that all invoices submitted for wait time shall be in 15-minutes increments only after the 30-minute wait time grace period upon confirmation by the COR or individuals designated by the COR and/or CO in writing as specified in this PWS and in accordance with the terms and conditions established in the contract.	95% On-Time	The COR or authorized representative designated in writing by the CO will randomly review all correspondence as appropriate regarding any concerns related to submission of legally sufficient invoices under this contract.
11) Permits, Licenses, and Certifications	The contractor shall maintain all appropriate permits, licenses and certifications as required by Federal, State and Local regulations for personnel, vehicles, facilities and the company.	100%	The COR or authorized representative designated in writing by the CO will periodically perform site visits and request copies of current licenses as appropriate.
12) Invoicing Accuracy, Timeliness and Billing Errors	The contractor shall submit invoices in a timely manner on a bi-weekly basis for work performed not later than 2 weeks in the arrears in accordance with the SCHEDULE OF SERVICES – PRICE SCHEDULE, the PWS and the overall terms and conditions established in the contract.	98%	The COR or individual(s) designated by the COR and/or CO in writing will perform random review all correspondence to include trip tickets which shall be compared to all invoices submitted by the contractor.
13) Compliance with English Language Requirement	The contractor shall ensure that all employees are fully proficient in the <u>English language</u> at a level sufficient to seamlessly perform all services	100% Compliance	The COR or authorized government representative designated in writing by the CO will conduct random

	required in accordance with the terms and conditions of this contract.		surveillance and follow-up in response to all patient inquiries.
14) Compliance with DOL Wage Determination Labor Rate Requirement	The contractor shall submit confirmation of compliance with the current Department of Labor (DOL) wage determination (WD) hourly rate specified for occupation code <u>12010 (Ambulance Driver)</u> and <u>12040 (Emergency Medical Technician)</u> <u>in the county which the primary VA medical facility supported for this requirement resides</u> as specified by the Contracting Officer (CO) in writing within four (4) hours of request which may include an itemized list of the hourly rate being paid for all employees performing services under this contract.	100% Compliance	The Contracting Officer (CO) will conduct random compliance checks with the contractor as necessary.
15) Compliance with FAR 52.219-14 Limitations on Subcontracting Requirements	The contractor shall submit confirmation of compliance with the FAR 52.219-14 -- <u>Limitations on Subcontracting requirement</u> that "at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern" as specified by the Contracting Officer (CO) in writing within four (4) hours of request.	100% Compliance	The Contracting Officer (CO) will conduct random compliance checks with the contractor as necessary.
16) Employee Roster with Full Legal Names and Background Checks	The contractor shall maintain a current employee roster at all times which shall include the full legal name(s) and social security number(s) of all employees providing direct and indirect support under this contract. A copy of the current employee roster shall be provided to the government at contract award as specified herein and thereafter within 24-hours of any changes to the employee roster. The government reserves the right to perform background checks on any employee as appropriate to ensure the safety and security of veteran patients in accordance with Federal, state, local and Department of Veterans Affairs policy, procedures and regulations.	100% Compliance	The Contracting Officer (CO) will conduct random compliance checks with the contractor as necessary.
17) Uniforms/ Name Tags	All contractor personnel shall wear clean company uniform(s) and name tag(s) and shall wear employee IDs in clear view above the waist.	100%	The COR or authorized government representative designated in writing by the CO will perform periodic reviews of the contractor personnel.
18) Customer Satisfaction	The contractor shall actively work in good faith to resolve all customer complaint(s) within two (2) working days with the COR or individual(s) designated by the COR and/or CO in writing.	95%	The COR or authorized representative designated in writing by the CO will review all customer complaints and pursue appropriate resolution.
NOTE: <i>The performance of these requirements by contractor will be documented by the government in the CPARS system based on the contractor's ability to comply with the terms and conditions established in the contract.</i>			

7.2 Historical Peak Demand Estimated Workload Data: The following historical peak demand estimated workload data for the period specific is being provided as a general reference which may or may not be indicative of future peak demand workload requirements:

ITEM #	PEAK DEMAND DAYS (Mon, Tues, Wed, Thurs, Fri, Sat & Sun)	PEAK DEMAND TIMES	ESTIMATED QUANTITY	
1	Monday AM	0800-EST to Noon-EST	12	Trips (One-Way)
2	Monday PM	Noon-EST to 3:30PM-EST	12	Trips (One-Way)
3	Tuesday AM	0800-EST to Noon-EST	12	Trips (One-Way)
4	Tuesday PM	Noon-EST to 3:30PM-EST	12	Trips (One-Way)
5	Wednesday AM	0800-EST to Noon-EST	12	Trips (One-Way)
6	Wednesday PM	Noon-EST to 3:30PM-EST	12	Trips (One-Way)
7	Thursday AM	0800-EST to Noon-EST	12	Trips (One-Way)
8	Thursday PM	Noon-EST to 3:30PM-EST	12	Trips (One-Way)
9	Friday AM	0800-EST to Noon-EST	12	Trips (One-Way)
10	Friday PM	Noon-EST to 3:30PM-EST	12	Trips (One-Way)
11	Saturday AM	0800-EST to Noon-EST	8	Trips (One-Way)
12	Saturday PM	Noon-EST to 3:30-EST	8	Trips (One-Way)
13	Sunday AM	0800-EST to Noon-EST	7	Trips (One-Way)
14	Sunday PM	Noon-EST to 3:30-EST	7	Trips (One-Way)

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B.4 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance

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

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

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

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

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

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

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

- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
- l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. 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 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will 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 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.

5. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

6. SECURITY INCIDENT INVESTIGATION

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its

subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. 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-day's 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.

9. TRAINING

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

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

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

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

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

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

(End of Clause)

SECTION C - CONTRACT CLAUSES

C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.2 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) 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.

(d) If the Offeror indicates “yes” in paragraph (c) 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)

(End of Provision)

C.3 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its

outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of Clause)

C.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

C.5 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

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

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

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

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

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

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

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

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

(g) *Invoice*.

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (Aug 2019)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JAN 2017) of 52.219-9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Occupation Code	Title
12010	Ambulance Driver
12040	Emergency Medical Technician (EMT)

Employee Class Monetary Wage-Fringe Benefits

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

☒ (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 (Jan 2019) (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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 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.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

(ix) 52.222-35, Equal Opportunity for Veterans (OCT 2019) (38 U.S.C. 4212).

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

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

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiv)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xv) 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).

(xvi) 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).

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

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

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

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

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

(xxi) 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).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.7 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORTS (OCT 2009)

(a) *Definitions.* Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) *General.* The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of Provision)

C.8 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

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

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of Clause)

C.9 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

C.10 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 December 2019 to 30 November 2024**.

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

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

(End of Clause)

C.11 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the amount specified in SCHEDULE OF SERVICES-PRICE SCHEDULE, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of SCHEDULE OF SERVICES - PRICE SCHEDULE;

(2) Any order for a combination of items in excess of SCHEDULE OF SERVICES - PRICE SCHEDULE; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.12 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 22 January 2024.

(End of Clause)

C.13 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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).

(End of Provision)

C.14 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 2 days.

(End of Clause)

C.15 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 2 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 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.16 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, 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 size standards in this solicitation.

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

(1) Contracts that have been totally set aside or reserved for small business concerns; and

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

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

C.17 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

C.18 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.19 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor 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—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) 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 design, development, or operation of a system of records on individuals that is subject to the Act; and

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

(b) 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 system of records 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 system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, 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 that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, 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.

(End of Clause)

C.20 52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition.* As used in this clause, *personally identifiable information* means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide

foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover—

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of Clause)

C.21 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.22 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.23 INTERRUPTION OF SERVICE

The Contractor recognizes that the services under this contract are critical to the Government and must continue without interruption. Contractor also recognizes that when the contract expires, a successor, either the Government or another contractor, may continue the services. The Contractor agrees to furnish phase-in-training, apply its best efforts and cooperation to carry out an orderly and efficient transition to a successor.

C.24 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

C.25 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2018)

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

Commercial item and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June, 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 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).

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers 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.

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

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

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

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

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

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(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) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xv) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvi)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable.

(xvii) 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).

(xviii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

C.26 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)

C.27 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

C.28 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

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

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.29 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.30 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (MAR 2018)

(a) *Indemnification.* The contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this agreement. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the contractor, and subject to the approval by the contracting officer of the sources, insurance coverage may be employed as guaranty of indemnification.

(b) *Insurance.* Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and aircraft liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per aircraft used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

C.31 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

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

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

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

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

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

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

(End of Clause)

C.32 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

C.33 RESERVED

C.34 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.35 VAAR 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (SEP 2019)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: ***Reference current Federal, state of Ohio and VHA Policy**. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health-care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance

coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers performing under this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

C.36 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

B.1 BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, Columbus VAACC, AND _____

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

Scope. Under this Agreement and other applicable contracts or agreements, _____ will provide **Ambulance Service** to **Columbus VAACC**, for, or on behalf of **Columbus VAACC**.

In order for _____ to provide such services, **Columbus VAACC** will disclose PHI to _____ and will use or disclose PHI in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

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

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

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

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

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

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

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

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

(2) Notification shall be sent to **Richard A. Cosgray** and Richard.Cosgray@va.gov and to the VHA Health Information Access Office, Business Associate Program Manager by email at VHABAAIssues@va.gov.

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

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

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

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

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

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

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

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

(2) The written report shall be addressed to:

Richard A. Cosgray and submitted by email to Richard.Cosgray@va.gov and to the VHA Health Information Access Office, Business Associate Program Manager at VHABAAIssues@va.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

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

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

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

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

**Department of Veterans Affairs
Veterans Health Administration
Columbus VAACC**

Offeror/Contractor

By:

By:

Name: Bradley K. Burhite

Name:

Title: Contracting Officer

Title:

Date:

Date:

B.2 Wage Determination (WD) 15-4729 for Franklin County, Ohio (see attached)

WAGE DETERMINATION NOTIFICATION: The contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws.

B.3 Historical Trip Report from 1 to 31 August 2019 (see attached)

For offeror reference attached is a REDACTED historical trip report from 1 to 31 August 2019 from incumbent contract 36C25019D0710.

SECTION E - SOLICITATION PROVISIONS

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile

offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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 Government intends to issue an award to one (1) single offeror whose offer (or quote) is determined to be lowest-priced technically acceptable (LPTA) in accordance with FAR subpart 13.5. The Government shall review each offer (or quote) to determine if this evaluation factor is “technically acceptable” (or “go”) or “technically unacceptable” (or “no-go”). If any aspect of an offer (or quote) is determined to be a “no-go” (technically unacceptable) for this evaluation factor, then the Government reserves the right to exclude any such offeror from consideration for issuance of an award for this requirement. The following factors shall be used to evaluate offers:

- **Factor 1 | Price:** All data fields in the SCHEDULE OF SERVICE – PRICE SCHEDULE must be fully completed by the offeror(s) in order for the Government to determine an offer (or quote) to be technically acceptable. Furthermore, all data fields completed by the offeror(s) must provide an accurate summation by the base period and option(s) to total amount(s) derived from the data elements which correctly add up in order to be technically acceptable. The Government intends to issue an award without entering into discussions. The Government however reserves the right to enter into discussions, if necessary, to validate the price reasonableness of any offers in order to determine which offer (or quote) is the lowest-priced technically acceptable offer (or quote).
- **Factor 2 | Management, Staffing, Equipment and Contingency Plan:** Each offeror must submit a consolidated management, staffing, equipment and contingency plan which shall not exceed fifteen (15) pages in length (excluding attachments) in 10-point Arial font that shall address the following:
 - **Management:** Briefly explain the management plan for the proposed effort to include how your company will comply with Federal, State and local Department of Veterans Affairs requirements for this effort to include the Ohio Administrative Code (OAC).
 - **Staffing:** Briefly explain the staffing plan for the proposed effort to include anticipated number of personnel and their expected qualifications. Briefly explain all relevant licenses and certifications that staff members will be required to have to perform the proposed effort. Submit the **resume(s) of the anticipated project lead and other key personnel** that shall demonstrate that these individual(s) has at least four (4) years of relevant experience to perform the proposed effort. The project lead, or other appropriate title designated for this leadership position, shall be the one (1) individual responsible for oversight and performance necessary to perform the proposed effort in its entirety. Also submit as an attachment all relevant examples of staff licenses and certifications required to perform the proposed effort.
 - **Equipment (to include Vehicles/Supplies):** Provide the total number of full-time equivalent (FTE) vehicles that shall be committed to provide direct services in support of this contract for the Department of Veterans Affairs if awarded. Explain what specific equipment/supplies will be utilized to support this effort and how the equipment/supplies will be procured, maintained, certified by the state Ohio and deployed in sufficient time to support the proposed start date for this effort as specified in this solicitation. Submit as an attachment the list of all FTE vehicles and associated equipment that shall be utilized for performance of the services specified in this solicitation. This list shall include (but is not limited to) the specific type of vehicle(s), communication equipment (i.e. cell phone, pagers, radios, etc.), vehicle certifications (copy of compliance certifications federal and state as appropriate), equipment licenses, and any other certifications required to perform the proposed effort.

- Contingency: Briefly describe contingency plan for dealing with the malfunction of equipment, vehicles and/or the unavailability of personnel to include anticipated subcontractors if any.
- **Factor 3 | Quality Control Plan**: All offerors must submit a Quality Control Plan (QCP) which shall not exceed fifteen (15) pages in length in 10-point Arial font as an attachment. The QCP submitted by each offeror shall incorporate the oversight methodology that shall be utilized to comply with standard industry practices and the requirements identified in the PWS to include the performance requirements summary (PRS) and all other relevant elements of this solicitation as appropriate. The offerors QCP shall be utilized to oversee performance of this service if awarded a contract based on the terms and conditions specified in this solicitation.
- **Factor 4 | Past Performance**: The Government intends to pull past performance information from the Past Performance Information Retrieval System (PPIRS) for each offeror that submits an offer (or quote). Please note that any PPIRS rating element that is marked as less than satisfactory within the last three (3) years may be utilized by the Government to determine an offeror to be technically unacceptable for this evaluation factor. In accordance with the Federal Acquisition Regulation, any offeror with no previous contract experience shall be determined to be neutral for Government evaluation of past performance. Each offeror shall submit a minimum of two (2) relevant past performance references to include fully completed signed past performance questionnaire for each reference submitted for past or on-going contract performance current within the last two (2) years which shall include the following information:
 - Company Names, Points of Contact (POCs), Phone Numbers, and email addresses. All contact information must be current and valid to be considered technically acceptable.
 - The **past performance questionnaire** is provided herein by the Government as an attachment to this solicitation. All offerors shall submit a fully completed and signed past performance questionnaire for each reference submitted as specified above. Please note that all past performance questionnaires submitted as specified in this solicitation must be fully completed and signed by each reference to be considered technically acceptable **[See 52.212-2 (Addendum A) – Past Performance Questionnaire]**.
 - **BACKGROUND CHECKS**: The government reserves the right to perform background checks on any employee as appropriate to ensure the safety and security of veteran patients in accordance with Federal, state, local and Department of Veterans Affairs policy, procedures and regulations.
- **Factor 5 | State of Ohio EMFTS Certification**: All offerors shall submit a signed valid copy of their Emergency, Medical, Fire, and Transportation Services (EMFTS) certification to perform **ambulance service** in the state of Ohio with their offer to be considered for award.
- **Factor 6 | Signed Statement of Labor Hour Compliance**: All offerors shall submit the attached statement of labor hour compliance provided herein under 52.212-2 (Addendum B) which shall be manually signed by the owner, CEO and COO for each offer to be considered for award to certify that all employees performing services under this contract (if awarded) shall be paid at an hourly rate that is equal to or greater than current Department of Labor Wage Determination (WD) as specified in the Performance Requirements Summary (PRS) section of the Performance Work Statement (PWS) for all labor categories as appropriate for the county in which the VA medical center being support for this requirement resides to include but not limited to the following:
 - **12010 (Ambulance Driver)**
 - **12040 (Emergency Medical Technician)**

- **Factor 7 | Signed Statement of FAR 52.219-14 (Limitations on Subcontracting) Compliance:**
All offerors shall submit the attached statement of compliance with the **FAR 52.219-14 (Limitations on Subcontracting)** letter provided herein under 52.212-2 (Addendum C) that “at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern” as specified in the Performance Requirements Summary (PRS) section of the Performance Work Statement (PWS) which shall be manually signed by the owner, CEO and COO for each offeror to be considered for award.
- **Factor 8 | Submit Approved Medical Protocol:** All offerors shall submit a full and complete copy of the medical protocol to include all drugs utilized to perform ambulance service in the state of Ohio as specified in the Performance Work Statement (PWS).

GENERAL INSTRUCTIONS: All offers shall be sent by email to bradley.burhite@va.gov which shall not exceed 5MB for each email. All offerors shall include a signed copy of this solicitation and all solicitation amendments (if any) with their offer which must fully address all requirements specified in this solicitation to be considered technically acceptable for evaluation. Please note that any document that is identified as an “attachment” herein shall be considered supporting documentation and, therefore, shall neither be restricted in pages nor counted against any page limitation specified herein.

Technical and past performance, when combined, have no relative importance compared to the price given that the Government intends to issue an award to one (1) single offeror whose offer (or quote) is determined to be lowest-priced technically acceptable (LPTA) as specified herein.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

E.3 52.212-2 (Addendum A) – Past Performance Questionnaire

PAST/PRESENT PERFORMANCE QUESTIONNAIRE

Contractor: _____

Period of performance: _____

Description of service provided:

Questions on Past Performance:	Yes	No
Do you recommend this contractor for future contracts?		
Was the contractor responsive to problems arising in performance in a timely and effective manner?		
Did the contractor's staff always appear and act professional?		
Did the contractor appear to have problems keeping a full staff?		

Please provide any additional comments below:

*Upon signing this document, I am affirming that all information and ratings herein are fair and accurate to the best of my knowledge regarding the service received by this contractor. I have not included any personal or professional bias during the completion of this evaluation request.

Evaluator's Signature_____
Date_____
Name:_____
Title/Position:_____
Company/Agency:

E.4 52.212-2 (Addendum B) – Statement of Department of Labor Wage Determination Compliance

MEMORANDUM FOR RECORD

_____ (Date)

MEMORANDUM FOR RECORD

REFERENCE: _____ (Solicitation Number)

TO: Bradley Burhite (Contracting Officer), NCO-10

FROM: _____ (Company Name)
_____ (Company Street Address)
_____ (City, State and Zip Code)
_____ (DUNS Number and CAGE Code)

SUBJECT: Statement of Department of Labor Wage Determination Compliance

I do hereby certify that the offer submitted by our company in response to the subject solicitation is fully compliant with the requirement that all employees performing services under the resultant contract (if awarded) shall be paid at an hourly rate that is equal to or greater than current Department of Labor Wage Determination (WD) as specified in the Performance Requirements Summary (PRS) section of the Performance Work Statement (PWS) for all labor categories as appropriate for the county in which the VA medical center being support for this requirement resides to include but not limited to the following:

- 12010 (Ambulance Driver)
- 12040 (Emergency Medical Technician)

Company OWNER Full Legal Name (PRINT): _____

Company OWNER Signature: _____ Date: _____

Company CEO Full Legal Name (PRINT): _____

Company CEO Signature: _____ Date: _____

Company COO Full Legal Name (PRINT): _____

Company COO Signature: _____ Date: _____

E.5 52.212-2 (Addendum C) – Statement of FAR 52.219-14 Limitations on Subcontracting Compliance

MEMORANDUM FOR RECORD

_____ (Date)

MEMORANDUM FOR RECORD

REFERENCE: _____ (Solicitation Number)

TO: **Bradley Burhite (Contracting Officer), NCO-10**

FROM: _____ (Company Name)
_____ (Company Street Address)
_____ (City, State and Zip Code)
_____ (DUNS Number and CAGE Code)

SUBJECT: **Statement of FAR 52.219-14 (Limitations on Subcontracting) Compliance**

I do hereby certify that the offer submitted by our company in response to the subject solicitation is fully compliant with the requirements of FAR 52.219-14 (Limitations on Subcontracting) that “at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern” as specified in the Performance Requirements Summary (PRS) section of the Performance Work Statement (PWS) if a contract was awarded to our company.

Company OWNER Full Legal Name (PRINT): _____

Company OWNER Signature: _____ Date: _____

Company CEO Full Legal Name (PRINT): _____

Company CEO Signature: _____ Date: _____

Company COO Full Legal Name (PRINT): _____

Company COO Signature: _____ Date: _____

E.6 52.212-4 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 N/A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

 [List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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Not Applicable

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror’s own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: ____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive

Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

See attached document: ATCH-1 - WD 15-4729 (Rev.-10) Franklin County Ohio 2May19.

See attached document: ATCH-2 - Trip Report 36C25019D0710 from 1-31Aug19 (Redacted).