

# Combined Synopsis/Solicitation Notice

<b>SUBJECT*</b>	<b>Non-Emergency, Patient Ground Transportation Services, G.V. "Sonny" Montgomery VAMC (and associated facilities), 1500 E Woodrow Wilson Drive, Jackson, MS 39216</b>
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## GENERAL INFORMATION

<b>CONTRACTING OFFICE'S ZIP CODE*</b>	39531
<b>SOLICITATION NUMBER*</b>	36C25623Q1068
<b>RESPONSE DATE/TIME/ZONE</b>	06-28-2023 1300 EASTERN TIME, NEW YORK, USA
<b>ARCHIVE</b>	99 DAYS AFTER THE RESPONSE DATE
<b>RECOVERY ACT FUNDS</b>	N
<b>SET-ASIDE</b>	SDVOSB
<b>PRODUCT SERVICE CODE*</b>	V222
<b>NAICS CODE*</b>	485991
<b>CONTRACTING OFFICE ADDRESS</b>	Department of Veterans Affairs Gulf Coast Veterans Health Care System Network Contracting Office 16 400 Veterans Avenue BLDG 5, Rm 1A102 Biloxi MS 39531
<b>POINT OF CONTACT*</b>	C. Robert Oravetz / Contracting Officer Department of Veterans Affairs Network Contracting Office 16 Gulf Coast Veterans Health Care System 400 Veterans Avenue Building 5, Room 1A102 Biloxi, MS 39531

## PLACE OF PERFORMANCE

<b>ADDRESS</b>	Department of Veterans Affairs G.V. "Sonny" Montgomery VA Medical Center (and associated facilities in the vicinity) 1500 E Woodrow Wilson Drive Jackson MS
<b>POSTAL CODE</b>	39216
<b>COUNTRY</b>	USA

## ADDITIONAL INFORMATION

<b>AGENCY'S URL</b>	<a href="https://www.va.gov/">https://www.va.gov/</a>
<b>URL DESCRIPTION</b>	VA
<b>AGENCY CONTACT'S EMAIL ADDRESS</b>	<a href="mailto:christopher.oravetz@va.gov">christopher.oravetz@va.gov</a>
<b>EMAIL DESCRIPTION</b>	CO e-mail address

This is a combined synopsis/solicitation for commercial items, prepared in accordance with the format in Federal Acquisition Regulation (FAR 12.6) as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued.

Solicitation number **36C25623Q1068** is issued as a Request for Quote (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-02.

The G.V. "Sonny" Montgomery VA Medical Center located in Jackson, MS is seeking a contractor to support the following requirement: **Non-Emergency, Patient Ground Transportation Services**. The contractor will provide ground transportation services for beneficiaries of the Department of Veterans Affairs Medical Center, located at 1500 E. Woodrow Wilson, Jackson, MS 39216 to include associated, Community-Based Outpatient Clinic (CBOC's) located in the vicinity of and/or in the surrounding areas of the medical center as stated herein.

The Performance Work Statement (PWS) contained within this solicitation is a non-negotiable document. Offers/quotes shall not include edits, revisions, additions, deletions, alterations, or track change comments to the Performance Work Statement (PWS). Questions or needed clarifications about the Performance Work Statement (PWS) shall be addressed via the submission of contractor questions about this solicitation.

The applicable NAICS code for this procurement is 485991 - Special Needs Transportation with an associated size standard of \$15 million.

**This solicitation has been set aside 100% for Service-Disabled Veteran Owned Small Businesses (Total SDVOSB Set Aside) who meet the following conditions: 1). Be actively registered and appear in SBA VetCert <https://veterans.certify.sba.gov/> as a Service-Disabled Veteran Owned Small Business (SDVOSB) and 2). Meet the small business size standard requirement for the applicable NAICS code for this procurement (485991 - Special Needs Transportation / Size Standard of \$15 million). Offerors/contractors who are SDVOSB's in (or as part of) a joint venture agreement must appear as a joint venture entity in the System for Award Management (SAM) database.**

**When preparing offers/quotes in response to this solicitation offerors shall refer to FAR 52.212-1 (Instructions to Offerors – Commercial Items), FAR 52.212-2 (Evaluation-Commercial Items) and Addendum FAR Part 52.212-2. These sections contain specific instructions, guidance, format, and exact requirements for what constitutes a complete and responsive offer/quote. As specified in these sections an incomplete and/or non-responsive offer/quote shall not be considered for a contract award by the contracting officer.**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.  
586-23-4-426-0017

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2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

36C25623Q1068 06-13-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME C. Robert Oravetz b. TELEPHONE NO. (No Collect Calls) Phone Calls Not Accepted 8. OFFER DUE DATE/LOCAL TIME 06-28-2023 1300 EDT

9. ISSUED BY CODE 36C256 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:

Department of Veterans Affairs  
Gulf Coast Veterans Healthcare System  
Network Contracting Office 16  
400 Veterans Avenue BLDG 5 Rm 1A102  
Biloxi MS 39531

SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 485991  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: \$16.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE 36C256 16. ADMINISTERED BY CODE 36C256

Department of Veterans Affairs  
WHSE/INSIDE DELIVERY V.A. MEDICAL CENTER  
G.V. "Sonny" Montgomery Medical Center  
1500 E Woodrow Wilson Drive  
Jackson MS 39216

Department of Veterans Affairs  
Gulf Coast Veterans Healthcare System  
Network Contracting Office 16  
400 Veterans Avenue BLDG 5 Rm 1A102  
Biloxi MS 39531

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE

FSC e-Invoice Payment  
http://www.fsc.va.gov/fsc/einvoice.asp  
Invoice Setup Information 1-877-489-6135  
invoice must be submitted electronically  
PHONE:1-866-372-1141 FAX: vafscshd@va.gov

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Contractor shall provide Non-Emergency, Patient Ground Ground Transportation Services for G.V. "Sonny" Montgomery VAMC and associated facilities.</p> <p>Contractor shall refer to the Performance Work Statement, the Schedule of Services (Price/Cost Schedule), and all other requirements and conditions that are contained within this solicitation that pertain to the execution of services and the completion of tasks/deliverables. Contractor shall refer to FAR 52.212-1, 52.212-2, and Addendum FAR 52.212-2 when submitting offers/quotes in response to this solicitation. The government intends to award a single single Indefinite Delivery Indefinite Quantity (IDIQ) contract.</p> <p>The expected period of performance is the following:                      Base Year (Abbreviated): 08-01-2023 thru 09-30-2023                      Option Year One: 10-01-2023 thru 09-30-2024                      Option Year Two: 10-01-2024 thru 09-30-2025                      Option Year Three: 10-01-2025 thru 09-30-2026                      Option Year Four: 10-01-2026 thru 09-30-2027                      (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) C. ROBERT ORAVETZ, CONTRACTING OFFICER 31c. DATE SIGNED VA-VHA-RPOC-2023-0071

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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: Unknown until award
- b. GOVERNMENT: Contracting Officer 36C256 C. Robert Oravetz

Department of Veterans Affairs  
Gulf Coast Veterans Healthcare System  
Network Contracting Office 16  
400 Veterans Avenue BLDG 5 Rm 1A102  
Biloxi MS 39531

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

<input checked="" type="checkbox"/>	52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
<input type="checkbox"/>	52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other  Monthly for successfully completed services

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.

#### Vendor e-Invoice Set-Up Information:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: [VA.Registration@Tungsten-Network.com](mailto:VA.Registration@Tungsten-Network.com)
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov) [vafscenterprisesupport@va.gov](mailto:vafscenterprisesupport@va.gov)

Additional information regarding invoicing can be provided via a request to the Contracting Officer.

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

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE &amp; ITEM INFORMATION MI=Mileage, TRP=Trip, EA=Each

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		Estimated 12,500.00	Estimated MI	_____	_____
	<p>Mileage Outside Mileage Threshold Estimated Mileage  Contract Period: Base  POP Begin: 08-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter  <b>*The exact number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</b></p>				
0002		Estimated 2,450.00	Estimated TRP	_____	_____
	<p>Patient Ground Transportation Services (Wheelchair) (One Way) Estimated Trips  Contract Period: Base  POP Begin: 08-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter  <b>*The exact number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</b></p>				
0003		Estimated 325.00	Estimated TRP	_____	_____
	<p>Patient Ground Transportation Services (Stretcher) (One Way) Estimated Trips  Contract Period: Base  POP Begin: 08-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter  <b>*The exact number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</b></p>				
0004		Estimated 75.00	Estimated TRP	_____	_____
	<p>Patient Ground Transportation Services (Hired Car) (One Way) Estimated Trips  Contract Period: Base  POP Begin: 08-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation -</p>				

	Travel/Lodging/Recruitment: Passenger Motor Charter *The <u>exact</u> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
0005		Estimated 90.00	Estimated EA	
	Patient Ground Transportation Services (Wait Time) (EA = Quarter Hour) Wait Time is capped at 30 minutes per trip Contract Period: Base POP Begin: 08-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <u>exact</u> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
	<b>SUBTOTAL – BASE YEAR</b>			
1001		Estimated 50,000.00	Estimated MI	
	Mileage Outside Mileage Threshold Estimated Mileage Contract Period: Option 1 POP Begin: 10-01-2023 POP End: 09-30-2024 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <u>exact</u> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
1002		Estimated 11,000.00	Estimated TRP	
	Patient Ground Transportation Services (Wheelchair) (One Way) Estimated Trips Contract Period: Option 1 POP Begin: 10-01-2023 POP End: 09-30-2024 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <u>exact</u> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
1003		Estimated 1,300.00	Estimated TRP	
	Patient Ground Transportation Services (Stretcher) (One Way) Estimated Trips Contract Period: Option 1 POP Begin: 10-01-2023 POP End: 09-30-2024 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation			

	PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
1004		Estimated 300.00	Estimated TRP	
	Patient Ground Transportation Services (Hired Car) (One Way) Estimated Trips Contract Period: Option 1 POP Begin: 10-01-2023 POP End: 09-30-2024 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
1005		Estimated 360.00	Estimated EA	
	Patient Ground Transportation Services (Wait Time) (EA = Quarter Hour) Wait Time is capped at 30 minutes per trip Contract Period: Option 1 POP Begin: 10-01-2023 POP End: 09-30-2024 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
<b>SUBTOTAL – OPTION YEAR ONE</b>				
2001		Estimated 50,000.00	Estimated MI	
	Mileage Outside Mileage Threshold Estimated Mileage Contract Period: Option 2 POP Begin: 10-01-2024 POP End: 09-30-2025 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
2002		Estimated 11,000.00	Estimated TRP	
	Patient Ground Transportation Services (Wheelchair) (One Way) Estimated Trips Contract Period: Option 2 POP Begin: 10-01-2024 POP End: 09-30-2025			

	PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known;          quantities are estimated based on the expected mission          requirements of the government during the performance period          indicated.</b>				
<b>2003</b>		Estimated 1,300.00	Estimated TRP	_____	_____
	Patient Ground Transportation Services (Stretcher) (One Way) Estimated Trips Contract Period: Option 2 POP Begin: 10-01-2024 POP End: 09-30-2025 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known;          quantities are estimated based on the expected mission          requirements of the government during the performance period          indicated.</b>				
<b>2004</b>		Estimated 300.00	Estimated TRP	_____	_____
	Patient Ground Transportation Services (Hired Car) (One Way) Estimated Trips Contract Period: Option 2 POP Begin: 10-01-2024 POP End: 09-30-2025 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known;          quantities are estimated based on the expected mission          requirements of the government during the performance period          indicated.</b>				
<b>2005</b>		Estimated 360.00	Estimated EA	_____	_____
	Patient Ground Transportation Services (Wait Time) (EA = Quarter Hour) Wait Time is capped at 30 minutes per trip Contract Period: Option 2 POP Begin: 10-01-2024 POP End: 09-30-2025 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known;          quantities are estimated based on the expected mission          requirements of the government during the performance period          indicated.</b>				
<b>SUBTOTAL – OPTION YEAR TWO</b>					
<b>3001</b>		Estimated 50,000.00	Estimated MI	_____	_____
	Mileage Outside Mileage Threshold Estimated Mileage Contract Period: Option 3 POP Begin: 10-01-2025				

	<p>POP End: 09-30-2026  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter  *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</p>				
3002		Estimated 11,000.00	Estimated TRP	_____	_____
	<p>Patient Ground Transportation Services (Wheelchair) (One Way)  Estimated Trips  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter  *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</p>				
3003		Estimated 1,300.00	Estimated TRP	_____	_____
	<p>Patient Ground Transportation Services (Stretcher) (One Way)  Estimated Trips  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter  *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</p>				
3004		Estimated 300.00	Estimated TRP	_____	_____
	<p>Patient Ground Transportation Services (Hired Car) (One Way)  Estimated Trips  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation  PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter  *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</p>				
3005		Estimated 360.00	Estimated EA	_____	_____
	<p>Patient Ground Transportation Services (Wait Time) (EA = Quarter Hour) Wait Time is capped at 30 minutes per trip  Contract Period: Option 3</p>				

	POP Begin: 10-01-2025 POP End: 09-30-2026 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</b>				
	<b>SUBTOTAL – OPTION YEAR THREE</b>				
<b>4001</b>		Estimated 50,000.00	Estimated MI	_____	_____
	Mileage Outside Mileage Threshold Estimated Mileage Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</b>				
<b>4002</b>		Estimated 11,000.00	Estimated TRP	_____	_____
	Patient Ground Transportation Services (Wheelchair) (One Way) Estimated Trips Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</b>				
<b>4003</b>		Estimated 1,300.00	Estimated TRP	_____	_____
	Patient Ground Transportation Services (Stretcher) (One Way) Estimated Trips Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter <b>*The exact number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.</b>				
<b>4004</b>		Estimated 300.00	Estimated TRP	_____	_____
	Patient Ground Transportation Services (Hired Car) (One Way) Estimated Trips				

	Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
<b>4005</b>		Estimated 360.00	Estimated EA	
	Patient Ground Transportation Services (Wait Time) (EA = Quarter Hour) Wait Time is capped at 30 minutes per trip Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V222 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Passenger Motor Charter *The <b>exact</b> number of trips, mileage, and wait times are not known; quantities are estimated based on the expected mission requirements of the government during the performance period indicated.			
	<b>SUBTOTAL – OPTION YEAR FOUR</b>			
			<b>GRAND TOTAL</b>	

**PRICING OVERVIEW - TOTAL YEARLY COST EACH PERFORMANCE PERIOD  
(BASED ON ESTIMATED QUANTITIES ANNOTATED IN PRICE/COST SCHEDULE)**

BASE YEAR	\$
OPTION YEAR ONE	\$
OPTION YEAR TWO	\$
OPTION YEAR THREE	\$
OPTION YEAR FOUR	\$
ALL YEARS (BASE YEAR & OPTION 1, 2, 3, & 4)	\$

For the purposes of the award of this Contract, The Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

## B.3 PERFORMANCE WORK STATEMENT

**Performance Work Statement (PWS)  
Non-Emergency, Patient Ground Transportation Services  
Jackson MS VAMC and Associated Community Based Outpatient Clinics  
06-09-2023**

### INTRODUCTION:

The Contractor shall provide all ground transportation services, as identified within this Performance Work Statement. This will include all vehicles, personnel, management, supplies, transportation, equipment and reports necessary to provide ground transportation services for beneficiaries of the Department of Veterans Affairs Medical Center, located at 1500 E. Woodrow Wilson, Jackson, MS 39216. Contractor shall transport patients to or from any pickup point, to or from any floor, ward, nursing home, patient's home, medical center facility, appointment area office and any personal belonging to patients leaving the healthcare facility (e.g. walkers, shower chairs, wheelchairs, luggage, boxes). Contractor shall use contractor-owned, equipment or any other items required in transporting patient(s) from one place to another.

In addition to providing services for the primary Jackson, MS VA Medical Center, **(40 mile Threshold applies)** the contractor shall provide services for the associated, Community-Based Outpatient Clinic (CBOC's), and other locations (to include but not limited to):

Hattiesburg CBOC-5003 Hardy Drive Tower B-4th Floor, Hattiesburg, MS 39401**(40 mile Threshold applies)**  
Columbus CBOC-824 Alabama Street, Columbus, MS 39702 **(40 mile Threshold applies)**  
Natchez CBOC-105 Northgate Drive, Suite 2 Natchez, MS 39210 **(40 mile Threshold applies)**  
McComb CBOC-1308 Harrison Avenue McComb, MS 39648  
Greenville CBOC-1502 S. Colorado Street, Greenville, MS 38703 **(40 mile Threshold applies)**  
Kosciusko CBOC-405 West Adams Street, Kosciusko, MS 39090  
Meridian CBOC-2103 13th Street, Meridian, MS 39301**(40 mile Threshold applies)**

**PERFORMANCE PERIOD:** Contractor to furnish patient ground transportation services to beneficiaries of the Jackson VA Medical Center and the associated Community Based Outpatient Clinics (CBOCS) in accordance with the terms, conditions, provisions, and the schedule as ordered for the specified performance periods. A contract resulting from this solicitation will be awarded for a base year (that will not exceed twelve (12) months) with four (4) option year periods (that are each twelve (12) months in length). Option year periods may or may not be renewed based on the needs of (and at the discretion of) the U.S. government. Performance of services will begin thirty (30) calendar days following contract award unless an alternate date is mutually established between the government and the contract awardee.

## SECTION 1 - DEFINITIONS

### 1.1 CONTRACT DEFINITIONS/ACRONYMS

1.1.1 Base Rate – is the rate paid for one-way transportation from the Jackson, MS VAMC or Community-Based Outpatient Clinic (CBOC's) to a designated drop off point or from a designated pick up point to an authorized location designated by the VA Medical Center. This rate will be paid for all authorized one-way patient transportation ordered under this contract action made on behalf of the Government. The Base Rate shall constitute full compensation for one-way trips which do not exceed the "Mileage Threshold"- for each identified Medical facility.

1.1.2 Beneficiary – Veteran determined to be eligible for benefits by the Veterans Administration (VA).

1.1.3 Beneficiary Trip Scheduling – VA will contact the Contractor by 3:30 PM (CST) on the day prior to schedule transportation appointments. At the time of a trip request, the VA will negotiate pickup/delivery time and place,

and contractor shall provide a reference number for billing, or resolution of any questions. The form and method of communication from VA to the Contractor shall be determined after direct discussion between the parties.

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

1.1.5 Contracting Officer Representative (COR) – VA official responsible for providing contract oversight and technical guidance to the CO. Responsibilities includes certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and overseeing the vehicle inspection team. All administrative functions remain with the CO.

1.1.6 Contractor – The term "Contractor" as used herein refers to both the prime Contractor and his employees, and any subcontractors and their employees. The Contractor shall be responsible for assuring that their subcontractors comply with the terms and conditions of this contract.

1.1.7 Discharge services – Beneficiary Travel coordinator will advise the Contractor as to any travel and/or time restrictions for trips requiring transport upon beneficiary discharge from facility.

1.1.8 Dry Run – A dry run is 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 and verified by VA staff (due to no fault by or negligence from the Contractor). In these situations, Contractor will be entitled to payment for mileage at the applicable mileage rate that has been specified.

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

1.1.10 Mileage Rate - Mileage rate for transportation services is the rate paid for each mile traveled. This rate applies to one-way transportation only. The contractor will calculate mileage from Point A (pickup location) to Point B (drop off location). The Contractor will not receive this rate for miles traveled within the specified mileage threshold.

1.1.11 Mileage Reimbursement – Reimbursement for mileage outside the contract Mileage Thresholds of coverage, shall be at the mileage rate stated in the schedule, and shall be based upon the miles from the pick-up point and the specified destination. Distances beyond the contract Mileage Threshold areas of coverage shall be calculated using current Bing Mileage Guide. Allowable charges for mileage outside the contract Mileage Threshold areas of coverage, shall not exceed +5% of the current Bing Standard Mileage Guide.

Facility Location: Trips that do not originate or terminate at the Jackson VA Medical Center or from one of the Community-Based Outpatient Clinic (CBOC's) designated with a mileage threshold, the contractor will calculate mileage from Point A (nearest facility designated with a 40 mile Threshold) to Point B (pick up location) to Point C (drop off location) and deduct 40 miles from the total.

1.1.12 Mileage Threshold – The mileage threshold is forty (40) miles.

1.1.13 Non-Emergency, Patient Ground Transportation – consists of providing non-emergency advance life support, basic life support, wheelchair, stretcher or hired car transportation to VA eligible beneficiaries to and from authorized VA medical facilities, VA CBOC's, and/or other VA medical treatment or care locations.

**Strike through sections have been removed from this Performance Work Statement (PWS) and therefore do not apply.**

~~1.1.14 BASIC LIFE SUPPORT (BLS) and ADVANCED LIFE SUPPORT (ALS):~~

~~Advanced Life Support (ALS) Services is defined as an advanced level of pre-hospital and inter-hospital non-emergency medical services outlined in the Basic Life Support national curriculum of the United States Dept. of Transportation and any modifications to that curriculum specified in rules adopted by the Department~~

~~Basic Life Support (BLS) Services is defined as a basic level of pre-hospital and inter-hospital non-emergency medical services outlined in the Basic Life Support national curriculum of the United States Dept. of Transportation and any modifications to that curriculum specified in rules adopted by the Department.~~

~~1.1.14.1a — Staffing:~~

~~For BLS services, each non-emergency ambulance shall be staffed by Emergency Medical Technicians with a current state license as required by local, state, or regional Government, or public entity by which the non-emergency ambulance services are governed.~~

~~For ALS service, each ambulance shall be staffed by Advanced Emergency Medical Technicians with a current license or as required by local, state, or regional Government, or public entity by which non-emergency ambulance services are governed.~~

~~1.1.14.1b — Typical situations when the VAMC would require ALS Services:~~

- ~~• Patients with IVs~~
- ~~• Patients requiring cardiac monitoring~~

1.1.15 Quality Assurance – Those actions taken by the Government to assure services meet the requirements of this contract.

1.1.16 Quality Assurance Evaluator(s) Government personnel responsible for surveillance of contractor performance.

1.1.17 Quality Assurance Surveillance Plan — An organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor's continuous performance.

1.1.18 Quality Control — Those actions taken by the Contractor to control the production of goods or services so they will meet the requirements of the contract.

1.1.19 For return trips from scheduled outpatient visits, clients should not have to wait more than 30 minutes for pick up.

1.1.20 Scheduled Transport(s) — Trip(s) that have been scheduled in advanced, repeated trips e.g. dialysis.

1.1.21 Vehicle(s) — The term -Vehicle(s) refers to all modes of transportation provided under the requirements of this contract, unless a specific mode of transportation is identified by the VA Medical Center.

1.1.22 Waiting Grace Period —The rate for transportation services shall include a fifteen (15) minute waiting grace period at origin and destination. The wait time is capped at 30 minutes. Contractor is not required to remain on station beyond 30 minutes.

## **1.2 HOURS OF PERFORMANCE AND NOTIFICATION**

1.2.1 Contractor shall provide ground patient transportation services for eligible veteran beneficiaries as requested 365 days a year, 24 hours a day, regardless of distance.

1.2.2 The Contractor shall provide a toll-free number for accepting VA calls. It is estimated that 90% of all requests for services will be placed by telephone. Requests for service may also be in writing or oral from the Contracting Officer Representative (COR) or other authorized designee and may be completed by telephone, facsimile, mail, e-mail, or in person. At the earliest available date after contract award the government will provide point of contact names and contact information (for each respective treatment facility, Community-Based Outpatient Clinic (CBOC), and/or other location) for execution of services. This includes Administrative Officer of the Day (AOD) and/or other individuals who are responsible for handling requests for services that occur after normal business hours.

1.2.3 Electronic Transmissions: The Contractor shall propose an electronic media, (e.g. facsimile, e-mail), available at all times during the contracting period to communicate requirements such as patient incidents, requests for services, special correspondence, etc. with the VA. Use of this communication system will be mutually agreed upon after award but prior to contract performance.

1.2.4 Contractor Personnel Roster: On or about seven (7) days following contract award a personnel roster will be submitted by the contractor to the government which identifies personnel who are (or who may be) performing work, executing services, and completing tasks/deliverables under this contract while active.

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

**1.3 CONTRACTOR PERSONNEL AND STAFFING QUALIFICATIONS:** Personnel performing services under this contract shall meet the following minimum requirements below (to include but not limited to):

1.3.1 Be 21 years of age or older.

1.3.2 All drivers shall have a valid Driver/Operator's License in accordance with state requirements for the type of vehicle in which the individual will be operating for their place of operation and the services they perform.

1.3.3 Attendants/drivers shall be capable of administering oxygen and have successfully completed the Standards and Advanced First Aid Courses of the American Red Cross or equivalent. Proof in the form of a current certificate for the successful completion of such training must be provided upon request.

~~Strike through sections have been removed from this Performance Work Statement (PWS) and therefore do not apply.~~

~~1.3.4 Paramedics, EMTs and other medical personnel (as applicable), shall at all times meet the qualifications specified in this agreement, as well as all applicable federal, state, and local Government laws, regulations, and standards. They shall be certified, licensed, or otherwise officially recognized by local, state, or regional Government or public entity by which the emergency service is governed.~~

1.3.5 Prior to performing any services under this agreement, the Contractor shall provide evidence of required training, certifications, licensing, and any other qualifications of any personnel performing services under this agreement. If the Contractor wishes to add or replace personnel, it shall provide the above requirements to the COR for approval.

## **1.4 CONTRACTOR PERFORMANCE**

1.4.1 In the event, the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the VA Travel Section Contracting Officer Representative (COR) and CO and provide a justification for non-performance.

## **1.5 ESCORT**

1.5.1 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.

1.5.2 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. Contractor shall only be required to transport escort with patient and shall not be required to return the escort back to point of origin, unless transporting with the beneficiary.

## **1.6 SUBSTITUTION OF BENEFICIARY**

1.8.1 The VA reserves the right for substitution of 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.

## **1.7 REQUESTS FOR SERVICES**

1.7.1 Prior to performance, the CO shall provide the Contractor with a list of names or position titles and phone numbers of authorized VAMC personnel who may request services and receive calls from the Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur.

1.7.2 The Contractor shall ensure that requests for services are only received from VAMC individuals on the above stated authorized list of VAMC personnel. Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

1.7.3. The Contractor shall normally transport only one beneficiary per trip, but when specially requested by authorized VA personnel additional beneficiaries are to be transported. When more than one beneficiary is transported reimbursement for the second patient mileage will not be charged, however, mileage will only be paid for the longest distance over which a patient is transported.

1.7.4 When ordering services, the VAMC will provide the following information:

1. Required date and time of arrival.
2. Name of beneficiary.
3. Pick-up and delivery point.
4. Type of equipment necessary.
5. Any other special instructions.
6. Response Time – Appearance at patient location within one hour of receiving request for transport, or no later than two hours of receiving the request

1.7.5 VA will not be responsible for payment of any fines/citations incurred by the contractor during contract performance.

## **1.8 Reporting Requirements (Trip Logs, Trip Tickets, and/or Trip Summary)**

When patients are transported trip logs, trip tickets, and/or a trip summary shall be maintained by the contractor to document the specific transportation services that were provided by the contractor for beneficiaries. Trip logs, trip tickets, and/or trip summaries shall contain the following information (to include but not limited to):

- Date and Time of Service Call
- Name of Beneficiary Requiring Services
- Type of Transportation Requested
- Pick Up and Delivery Points (i.e. Embarkation & Disembarkation Locations)
- Actual Time of Arrival at Pick Up and Delivery Points
- Actual Waiting Time at Pick Up and Delivery Points (if waiting charges are claimed)
- Driver's name

- Vehicle Used and relevant identifying information
- Any other comments regarding the trip.

1.8.1 When monthly invoices are submitted for payment the contractor will be required to submit trip logs, trip tickets, and/or trip summaries along with their invoice so that appropriate reconciliation and verification can be done by the facility (before payment is made for the services rendered).

1.8.2 Sample Invoice Submittal For One Month :

Invoice 123456  
 Dates of Service 1-30 Oct XX  
 Contract 36C25623PXXXX  
 PO Number 586C3XXXX

Monthly Summary

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Mileage Outside Mileage Threshold	800	MI	\$XX.XX	\$XXXXX.XX
0002	Patient Ground Transportation Services (Wheelchair)	733	Trip	\$X.XX	\$XXXXX.XX
0003	Patient Ground Transportation Services (Stretcher)	183	Trip	\$X.XX	\$XXXXX.XX
0004	Patient Ground Transportation Services (Hired Car)	10	Trip	\$X.XX	\$XX.XX

Trip Log

Each day of the month will list all beneficiaries transported for that day along with each driver that was on duty for that day and the total hours worked. The VA Authorization Official, Beneficiary Name, Pickup and drop off addresses, mode of transportation provided, and total miles and cost must be completed for each day transports are provided.

1 Oct XX						
VA Auth Official	Beneficiary Name	Pick up Address	Drop Off Address	Mode	Total Miles	Total Cost
				WC		
				Stretcher		
				Car		
2 Oct XX						
VA Auth Official	Beneficiary Name	Pick up Address	Drop Off Address	Mode	Total Miles	Total Cost
				WC		
				Stretcher		
				Car		

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## 1.9 DRY RUNS

1.9.1 The Contractor will be entitled to only the trip rate and any mileage outside the mileage threshold when dry runs are encountered due to no fault or negligence of the Contractor, order of services must have been requested by authorized VAMC personnel.

1.9.2 Contractor will receive full compensation for the trip rate and any mileage outside the mileage threshold for a cancelled trip unless notified by VA personnel of the cancellation prior to the contractor's vehicle being dispatched.

1.9.3 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, e.g., incorrect address, or patient absence, or patient refusal, then the Contractor shall receive 100% of base rate for a one-way trip as provided in the schedule.

1.9.4 Contractor must report all dry runs at time of occurrence and verify with VA staff before driver is allowed to depart location. Driver will attempt to contact VA for 15 minutes but may leave after waiting 15 minutes if unable to reach VA dispatcher by phone.

1.9.5 Contractor will not charge dry run for trips if driver arrives 30 minutes late to allow patients to keep scheduled clinic appointment.

## 1.10 PATIENT RIGHTS

1.10.1 The Contractor shall be courteous to VA beneficiaries and all vehicles shall be non-smoking at all times. The Contractor shall not text or talk on the phone unless it is an emergency. Patients may bring a reasonable amount of equipment, such as a folding wheelchair, consumable medical supplies, and personal suitcase. When transporting patients to or from VAMC, the driver, acting for the Contractor, will ensure that the patient's luggage, medical records, medications, and prosthetic devices are properly accounted for and delivered with the patient as required.

1.10.2 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 CO and COR a VA Incident Report of Contact, VA Form 119, with all information necessary for a full review. VA will provide this form to vendor after award.

1.10.3 The Contractor shall notify the COR and CO, in writing within 24 hours of any complaints made by the patients with regards to transportation services. 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 CO.

1.10.4 The Contractor shall assist the beneficiary from the departure point to the vehicle and to their destination point. Upon delivery of psychiatric patient to the patient ward the Contractor shall obtain from the responsible staff for the beneficiary a signed receipt, the receipt shall be retained by the Contractor. If the beneficiary is to be picked up for a return trip, a trip number shall be left with the staff member identifying the beneficiary's trip number to be used when calling for pickup.

1.10.5 The COR and Contractor shall report all late pickups to the CO. Late pickups will be verified by using copies of the trip tickets as documentation. Additionally, each vehicle shall be equipped with a visible means of a medium (comment card with government address pre-printed) that allows the patient to provide feedback, positive and negative, to the COR and/or the CO.

1.10.6 Driver will take the most direct route from pick up location to destination unless legitimately unavoidable.

## 1.11 SAFETY REQUIREMENTS

1.11.1 In order to protect the lives and health of patients, the Contractor shall take such safety precautions as the CO, or his designate, may determine to be reasonably necessary. Drivers shall project responsible, professional and courteous behavior. Drivers must exercise the utmost safety in caring for recipients while transporting them and guard against becoming insensitive to their physical and emotional condition(s). Contractor shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by the employees' fault or negligence.

1.11.2 Drivers must ensure:

- The equipment and vehicle used is kept clean and serviceable at all times.
- All State, City, County or Parish laws are observed while transporting a vehicle with passengers.
- The vehicle is safe and in excellent operating condition.

A vehicle must not be driven unless the driver determines that the following parts and accessories are in good working order: vehicle brakes, parking brakes, steering mechanism, lighting devices and reflectors, tires, horn, windshield wipers and rear-view mirrors.

1.11.3 Drivers must:

- Not consume or be under the influence of intoxicating liquor, narcotic drugs, or amphetamines within four hours of going on duty or while operating a motor vehicle.
- Assure that any vehicle they drive with "for hire," "handicapped" or "public" license plates comes to a complete stop as required by state law. This includes all railroad crossings.
- Exercise extreme caution in the operation of a vehicle when hazardous conditions such as those caused by snow, ice, sleet, fog, mist, rain, dust, or smoke adversely affect visibility or traction. Speed must be reduced when such conditions exist. If conditions become sufficiently dangerous, the operation of the vehicle must be discontinued or operated to the nearest point at which the safety of the passengers is assured.
- Use turn signals not less than 100 feet in advance of and during the turning movement of the vehicle. Turn signals must be flashed to indicate the direction of vehicle movement in traffic lanes.
- Have been instructed in the proper procedures required to move recipients into and out of the vehicle equipped to transport non-ambulatory, wheelchair recipients and patients in stretchers.
- Ensure all passengers are wearing seatbelts or are otherwise secured.
- Ensure that no smoking, eating, or drinking occurs in the vehicle as in accordance with current Occupational, Safety and Health Administration (OSHA) regulations.
- Always turn the engine off when fueling a motor vehicle, and never fuel the vehicle where there is smoke or an open flame.

1.11.4 The CO, or his designate, will notify the Contractor of any safety non-compliance and the action to be taken.

1.11.5 The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. If the Contractor fails or refuses to comply promptly, the CO may issue an order, stopping all or any part of the work.

1.11.6 In the event of any incident/accident involving a beneficiary, or while transporting a beneficiary, during contract performance, the contractor shall immediately inform the COR verbally, and then follow up with a written report within 15 days to be delivered to the COR & CO. Report is preferred to be delivered via email, but regular mail are acceptable if sent to the appropriate party or section. Contractor will contact the facility Beneficiary Travel office for mailing address.

1.11.7 Contractor employees shall ensure proper loading/unloading techniques are followed at all times. Patients in wheelchairs shall be loaded onto ramps, ensuring all safety systems are working properly, e.g. roll back stops, and the driver must ride the lift with the patient during loading/unloading. Patients in stretchers shall also be safely secured in vehicles that are used for transporting these patients.

## **1.12 INTERFERENCE WITH NORMAL FUNCTIONS**

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

## **1.13 CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP)**

1.13.1 The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. The QCP shall be submitted as part of the contractor's offer in response to the solicitation. The Contractor's QCP shall include the following and/or be incorporated during actual performance of the contract. The minimum requirements of the QCP are listed in section 1.13.1.1 thru 1.13.1.4 below. Contractors are encouraged to exceed minimum requirements when establishing and/or formulating their QCP.

1.13.1.1 An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, or the title of the individual(s) who will perform the inspections.

1.13.1.2 Contractor shall maintain maintenance records for each vehicle and a copy shall be kept in the vehicle at all times. The Government reserves the right to review these records.

1.13.1.3 The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

1.13.1.4 The methods of identifying and preventing communication breakdowns which includes an action plan for how to deal with communication issues or problems that could negatively impact service delivery and/or patients.

## **1.14 MODIFICATIONS**

1.14.1 In accordance with FAR 52.212-4( Paragraph C), only the Contracting Officer may authorize any changes to the contract. Changes in the terms and conditions of this contract may be made only by written agreement of the parties. Changes made by other parties are not enforceable, will not be reimbursable, and represent an unenforceable obligation and/or an unauthorized commitment.

## **SECTION 2 – CONTRACTOR VEHICLE, INSURANCE, AND LICENSE PLATE REQUIREMENTS**

**2.1 CONTRACTOR VEHICLE REQUIREMENTS:** Contractor vehicles used for the performance of services must be the minimum requirements below (to include but not limited to):

2.1.1 Vehicles must be certified by the applicable State office(s) in which the contract is performed for operation of patient ground transportation services. If applicable, a valid motor vehicle inspection sticker will be displayed if issued or required by the State, City, County or Parish.

2.1.2 Vehicle must have

2.1.3 Signage: Vehicles used for transport of patients under this contract shall contain, display, and be affixed with the appropriate signage (in the correct size, color, dimensions, locations, with all required information) that indicates the vehicle is designated for use as a Non-Emergency Medical Transportation (NEMT) vehicle. \*\*It is the responsibility of the contractor to familiarize themselves with and to adhere to the proper signage requirements as required by law as such requirements may differ from county or parish, from city to city, and from locality to locality.

2.1.4 Fire extinguisher in working order, non-expired, and not older than 1 year old.

2.1.5 No Smoking and Fasten Seatbelt signs displayed in areas readily visible by passengers.

2.1.6 Body and Damage – No appreciable body or paint damage or missing pieces.

2.1.7 Tires – Tread in accordance with RS32 – No exposed wire, bubbles, or appreciable sidewall damage. Vehicle has spare tire with tools to change tire.

2.1.8 Lights – All lights in working order which includes headlights (high and low beams), turn signals, hazard flashers, back-up lights, brake lights, license plate lights, and parking lights.

2.1.9 Mirrors – Must have left-hand outside rear view mirror and inside rear-view mirror and a right-hand outside rear-view mirror.

2.1.10 Windshield and all glass windows–Windshield in driver's view has no stars or cracks and all window glass in intact.

2.1.11 Wipers/Washers – Wipers and washers are functioning properly.

2.1.12 Windows/Doors – All windows and doors must function as intended.

2.1.13 Air Conditioning and Heating-air conditioning and heating is in working order at all times.

2.1.14 Seats Belts-all seat belts are in working conditions for all occupants in vehicle

2.1.15 Horn-horn is in working order

2.1.16 Back up alarm: Vehicle must have alarm system that indicates vehicle is backing up; back up lights with a built-in alarm constitute a backup alarm system.

2.1.17 Interior Compartment: Interior compartment is free from tears, holes, large stains, or offensive odors. Everything in the passenger compartment must be secure. No sharp edges, points, or other hazards are allowed in the patient compartment.

2.1.18 Infection Control Kit: Vehicles must have an infection control kit with face mask (safety glasses or full-face shield), non-latex gloves, contamination waste bag, impervious to liquid gown, and disposable shoe covers.

2.1.19 Pocket CPR Face Mask in plastic case with one-way valve.

2.1.20 First Aid Kit: Vehicles must contain a first aid kit that at a minimum meets OSHA and local requirements (city, county, or parish).

2.1.20.1 **First Aid Requirements**: The Occupational Safety and Health Administration of the United States Department of Labor has ruled that patient transportation services are subject to its jurisdiction and, therefore, mandates that all such vehicles are required to have a first aid kit on board. The first aid kit should contain, at a

minimum, the following:

- Plastic Strips ¾" X 3" Adhesive Tape ½" X 5 yds
- Gauze Bandage 1"
- Gauze Bandage 2"
- Non-adherent Pads 2" X 3"
- Oval Eye Pads 2" X 3" Cold Pack
- Bagged Pair of Latex Gloves Butterfly Bandages Med
- Fabric Strips ¾" X 3" Triangular Bandage Ammonia Inhalants
- First Aid Cream 7/8 oz. Tube
- Antiseptic Wipes
- Scissors
- HIV Protection Kit (Includes rubber gloves and an impervious gown or coveralls)\*

\* 29 CFR 1910 OSHA mandates blood borne pathogen protection for all patient transportation services. In order to be in compliance with this section, vehicles must carry an HIV protection kit that includes rubber gloves and an impervious gown or coveralls.

2.1.21 Communication System – Personnel performing services shall utilize a communication system that facilitates appropriate and effective communication between all parties involved in the execution of services. (Drivers must be able to contact dispatchers, dispatchers must be able to contact drivers, and facility point of contacts must be able to contact contractual service providers or representatives when needed). The type of communication system that is used will not be mandated or selected by the government unless serious or perpetual communication break downs occur during the performance periods of the contract.

#### 2.1.22 Wheelchair and Stretcher Vehicle Requirements

- Lift (Manual or Hydraulic) operates properly and in working order with no leaks, and /or problems with wiring.
- Ramp with Toe Cleats of proper width (28" wide)
- Wheelchair and Stretcher Restraints (lock, well, and tiedown system or ratchet system). Either system must be bolted to the bottom of the vehicle, in accordance with the manufacturer's recommendation. If locks are used, they must have pins, and both rear wheels of the wheelchair must be secure. Vehicle has locking mechanisms in place to safely secure patients in stretchers during transport.

2.1.23 During performance of services a Ground Positioning System (GPS) or other equivalent navigation system must be utilized which provides drivers with directions and guidance in all vehicles so that patients are transported to their destination using the shortest and/or the most effective route that is possible.

#### 2.1.24 MISCELLANEOUS

\*\*The government reserves the right to inspect contractor's equipment and vehicles or require documentation of compliance with contract specifications, and State laws, rules, regulations, and guidelines governing transportation vehicles. Government inspections of contractor equipment will not constitute a warranty that the contractor's vehicles and equipment are properly maintained.

\*\* The government reserves the right to restrict the Contractor's use of equipment and vehicles that are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the contractor from performing in accordance with the contract and without additional cost to the VA.

\*\* Throughout the performance periods of the contract it shall be the contractor's responsibility to ensure that vehicles meet all current applicable Federal, State, and local specifications and regulations including, but not limited to, licensing, registration, and safety standards.

## SECTION 2-A

### 2-A 1 CONTRACTOR INSURANCE REQUIREMENTS:

Personnel providing services under this contract shall have the appropriate amounts of insurance coverage as required by law (state, city, local) for their vehicles, equipment, and persons (which includes adhering to the insurance coverages that are stipulated in the clauses and provisions of the solicitation and contract for this procurement). It shall be the responsibility of the contractor to obtain the required amounts of insurance as necessary for the work to be performed.

## **SECTION 2-B**

### **2-B 1 CONTRACTOR VEHICLE LICENSE PLATE REQUIREMENTS:**

Personnel providing services under this contract shall have the appropriate registration and license plates for the vehicles that will be used to perform work and execute services for the duration of the contract. Prospective contractors who wish to perform services for this procurement should contact the applicable State and local government office(s) in which the contract is performed for operation of patient ground transportation services that include but are not limited to For Hire, Public, Handicapped, or other license plates needed to meet these requirements. During all performance periods of the contract it shall be the contractor's responsibility to be in compliance with the requirements in this section.

## **SECTION 3**

### **3 LOCAL LICENSE & PERMIT REQUIREMENTS:**

The contractor shall be licensed and permitted by the State and any local government requirements to provide Patient Ground Transportation Services for the areas covered under this contract. The contractor shall maintain licensure/certification with the State and Local government offices, as applicable, throughout the life of the contract. In the event the license/certification lapses or expires, this could be cause for termination of the contract or discontinuance of further ordering from the contractor.

The contractor shall maintain documentation demonstrating they meet all requirements of Federal, State, and County or City codes regarding operation of this type of service. Documentation shall be made available to the VA immediately upon request for the duration of this contract.

Depending on the location, some cities, counties, or parishes require a special license and/or permit to administer patient ground transportation services. Contractors must apply for and be granted the appropriate non-emergency medical transportation permit in order to be eligible to perform work on this contract. It shall be the responsibility of the contractor to familiarize themselves with local license and permit requirements and to adhere to such requirements if and/or when applicable (throughout the duration of the contract while active). Contractors must provide copies of license and permits to contracting officer to document the contract file.

## **SECTION 4**

### **4. SERVICE CONTRACT LABOR STANDARDS (SCLS):**

The solicitation and subsequent contract include FAR 52.222-41, Service Contract Labor Standards (SCLS). The Offeror and resultant contract awardee, by signing the offer and contract, is acknowledging they have reviewed this clause and will fully comply throughout the active contract period. It is the responsibility of the Contractor to determine and to pay the appropriate prevailing wage rate and fringe benefits for the associated location(s). The Government will not be held responsible for any mistakes in applying the SCLS.

VA reminds contractors of the Department of Labor Regulations which implement the SCLS, and which read at 29 CFR § 4.155:

Employee coverage does not depend on form of employment contract. The Act, in section 8(b), makes it plain that the coverage of service employees depends on whether their work for the contractor or subcontractor on a covered contract is that of a service employee as defined in section 8(b) and not on any contractual

relationship that may be alleged to exist between the contractor or subcontractor and such persons. In other words, any person, except those discussed in §4.156 below, who performs work called for by a contract or that portion of a contract subject to the Act is, per se, a service employee. Thus, for example, a person's status as an "owner-operator" or an "independent contractor" is immaterial in determining coverage under the Act and all such persons performing the work of service employees must be compensated in accordance with the Act's requirements.

## PERFORMANCE STANDARDS AND QUALITY MEASUREMENTS

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

2. The QASP and its performance objectives are as follows:

PWS Location	Performance Objective	Performance Standard	Acceptable Quality Level	Surveillance Method	Compliance
1.2, 1.3 and 1.7	Duty Requirements	Contractor is to adhere to the terms within this section.	95%	1. Daily monitoring 2. Random monitoring 3. Valid customer complaints 4. Patient/passenger manifest. 5. Call logs	Below AQL, non-acceptance of services. A Contract Discrepancy Report (CDR) shall be issued for performance below the AQL. The Contractor shall have five (5) business days to provide a response that includes an improvement strategy for addressing the issues.
1.7.4	Response Time Requirement	The Contractor shall pick-up and deliver in the specified time periods.	95%	1. Call log and response time noted upon arrival for pick-up. 2. Valid customer complaints.	Below AQL, non-acceptance of services. A Contract Discrepancy Report (CDR) shall be issued for performance below the AQL. The Contractor shall have five (5) business days to provide a response that includes an improvement strategy for addressing the issues.

1.8	Reporting Requirement	Contractor shall provide document the specific transportation services that were provided by the contractor for beneficiaries	100%	Report submission time each month.	Below AQL, a Contract Discrepancy Report (CDR) shall be issued for performance below the AQL. The Contractor shall have five (5) business days to provide a response that includes an improvement strategy for addressing the issues.
1.8.1	Submittal of Monthly Invoice	Contractor shall provide a complete and accurate invoice.	100%	Submittal of completed invoice upon completion of monthly transportation.	Below AQL, a Contract Discrepancy Report (CDR) shall be issued for performance below the AQL. The Contractor shall have five (5) business days to provide a response that includes an improvement strategy for addressing the issues.
1.10.2.	Incident Reports	Contractor shall adhere to the immediate notification of any event after they have occurred.	100%	Verification of incident occurrence to time written report is submitted to the COR.  Police and/or Witness Reports.	Below AQL, a Cure notice shall be issued. The Contractor shall have ten (10) days to provide a response that includes an improvement strategy for addressing the issue.

## SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2022

### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020

#### C.2 52.216-18 ORDERING (AUG 2020)

(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 08-01-2023 through 09-30-2027.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one trip, 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 100 trips in a single day;

(2) Any order for a combination of items in excess of 2000 trips in a single month; or

(3) A series of orders from the same ordering office within one day 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 five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

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

(End of Clause)

### **C.5 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 o/a 30 days before contract expiration date.

(End of Clause)

### **C.6 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 o/a 30 days before contract expiration date.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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.7 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.8 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

## C.9 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

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 letter shall be furnished to the Contractor.

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

## C.10 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)

(a) *Definition.* for the Department of Veterans Affairs, “*Service-disabled Veteran-owned small business concern or SDVOSB*”:

(1) Means a small business concern—

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

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR part 74 and is listed in VA’s Vendor Information Pages (VIP) database at <https://www.vetbiz.va.gov/vip/>; and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR parts 121 and 125, provided that any reference therein to a service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to apply to a VA verified and VIPlisted SDVOSB, unless otherwise stated in this clause.

(2) The term “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).

(3) The term “small business concern” has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term “small business concern owned and controlled by Veterans with service-connected disabilities” has the meaning given the term “*small business concern owned and controlled by service-disabled veterans*” under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)), except that for a VA contract the firm must be listed in the VIP database (see paragraph (a)(1)(iv) of this clause).

(b) *General.*

(1) Offers are solicited only from VIP-listed SDVOSBs. Offers received from entities that are not VIP-listed SDVOSBs at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed SDVOSB who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70.

(d) *Agreement.* When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406(b) and 13 CFR 125.6. Unless otherwise stated in this clause, a requirement in 13 CFR parts 121 and 125 that applies to an SDVO SBC, is to be construed to also apply to a VIP-listed SDVOSB. For the purpose of limitations on subcontracting, only VIP-listed SDVOSBs (including independent contractors) shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services.* In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not VIP-listed SDVOSBs (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products.*

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CRF 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting.* An SDVOSB must meet the NAICS size standard assigned by the prime contractor and be listed in VIP to count as similarly situated. Any work that a first tier VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period.* An SDVOSB shall comply with the limitations on subcontracting as follows:

By the end of the base term of the contract or order, and then by the end of each subsequent option period;  
or

By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any requirement therein that applies to an SDVO SBC is to be construed to apply to a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence.* The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Program for SDVO SBCs, and the VA Veterans First Contracting Program.

(h) *Misrepresentation.* Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

## **C.11 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-- CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)**

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i)  *Services.* In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii)  *General construction.* In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii)  *Special trade construction contractors.* In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

- (i) Referral to the VA Suspension and Debarment Committee;
- (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
- (iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: \_\_\_\_\_

Printed Title of Signee: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

(End of Clause)

**C.12 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 contract. 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, insurance coverage may be employed as guaranty of indemnification.

(b) *Insurance*. Satisfactory insurance coverage is a condition precedent to award of this 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 defined, whereas general liability and automobile liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per vehicle used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs, 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.13 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.14 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (OCT 2019)**

It is the policy of the Department of Veterans Affairs that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of VA programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the Contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The Contractor shall include this clause in all subcontracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with this policy.

(End of Clause)

#### **C.15 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

## C.16 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

## C.17 MANDATORY WRITTEN DISCLOSURES

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

### **Contractor Performance Assessment Reporting System**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Department of Veterans Affairs (VA) has implemented Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract. Each person granted access will have the ability to provide comments in the Contractors portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) The Assessing Official will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. The Contractor Representative has the option to provide comments on the evaluation, indicate if they concur or do not concur with the evaluation, sign, and then return the evaluation to the Assessing Official. The Contractor Representative has a total of 60 days following the Assessing Official's evaluation signature date to send comments. If the Contractor Representative sends comments within the first 14 days following the Assessing Official's signature date and the Assessing Official or Reviewing Official closes the evaluation, the evaluation will become available in PPIRS-RC within 1 day. On day 15 following the Assessing Official's evaluation signature date, the evaluation will become available in PPIRS-RC with or without Contractor Representative comments and whether or not it has been closed by the Assessing Official or Reviewing Official. If no Contractor Representative comments have been sent and the evaluation has not been closed, it will be marked as "Pending" in PPIRS-RC. If the Contractor Representative sends comments at any time prior to 61 days following the Assessing Official's evaluation signature date, those comments will be reflected in PPIRS-RC within 1 day. On day 61 following the Assessing Official's evaluation

signature date, the Contractor Representative will be “locked out” of the evaluation and may no longer send comments.

(f) The following guidelines apply concerning Contractor Representative use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(End of Addendum to 52.212-4)

## **C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)**

(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

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

(5) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[X] (1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[X] (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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 (JUN 2020) (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. (NOV 2021) (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) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219–9, Small Business Subcontracting Plan (OCT 2022) (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 (JUN 2020) of 52.219–9.

(v) Alternate IV (SEP 2021) of 52.219–9.

(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
  - (ii) Alternate I (MAR 2020) of 52.219–28.
- (23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (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 (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) (26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
  - (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
  - (ii) Alternate I (JULY 2014) of 52.222-35.
- (32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
  - (ii) Alternate I (JULY 2014) of 52.222-36.
- (33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).
- (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (37)(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(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.

(41)(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.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(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.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(48)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (OCT 2022) of 52.225-1.

(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

(iii) Alternate II (DEC 2022) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.

(v) Alternate IV (OCT 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 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. Subtitle A, Part V, Subpart G Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

(iii) Alternate II (NOV 2021) 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 products and commercial services:

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits
31290 - Shuttle Bus Driver	\$14.80 hour + FB

Employee Class, Monetary Wage, and Fringe Benefit information annotated above is being provided for guidance purposes only as Service Contract Act (SCA) requirements apply. It is the responsibility of the

contractor to familiarize themselves with the applicable labor laws, wage rates, pay, and other benefits for those personnel who will be performing services under the final contract while active.

(3) 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).

(4) 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).

(5) 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).

(6) 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).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Addendum Certification of Compliance Limitations on Subcontracting  
 Business Associate Agreement (BAA)  
 Contractor Certification of Compliance with Immigration and Nationality Act of 1952  
 Notification of Compliance with Insurance Requirements  
 Pricing Tabulation Tool  
 Solicitation Questions Request Form  
 Wage Determination 2015-5153 Rev 20 12-27-2022

## SECTION E - SOLICITATION PROVISIONS

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	MAR 2023

### **INSTRUCTIONS TO OFFERORS** **GENERAL GUIDANCE**

This acquisition is being procured using Simplified Acquisition Procedures under the authority of FAR Part 13. This solicitation has been set aside 100% for Service-Disabled Veteran Owned Small Businesses (Total SDVOSB Set Aside). Offers/quotes shall only be accepted from Service-Disabled Veteran Owned Small Businesses (SDVOSB's) and shall not be accepted from offerors/contractors in other socioeconomic categories. Offerors/contractors must meet the following conditions in order to be eligible, interested parties to this solicitation. 1). Be actively registered and appear in SBA VetCert <https://veterans.certify.sba.gov/> as a Service-Disabled Veteran Owned Small Business (SDVOSB) **and** meet the small business size standard requirement for the applicable NAICS code for this procurement (485991 - Special Needs Transportation / Size Standard of \$15 million). Offerors/contractors who are responding to this solicitation based on a joint venture status (as an SDVOSB) must also have this joint venture status be accurately reflected in their System for Award Management (SAM) profile. The Government intends to solicit this requirement and award a subsequent contract without discussions or negotiations (IAW FAR 13 procedures). Therefore, offerors/contractors are encouraged to provide their best offer/quote initially because the opportunity to enter into discussions or to provide a better offer/quote at a later time will not be possible. However, if necessary, the government reserves the right to seek clarification and to obtain additional

information about offers/quotes that have been submitted from any eligible offeror/contractor. FAR Part 52.212-2, Evaluation - Commercial Items (and Addendum FAR Part 52.212-2) provides specific information as to how the government will evaluate offers/quotes submitted in response to this solicitation. Pursuant to FAR subpart 13.106-2, the Government will award a single, Indefinite Delivery Indefinite Quantity (IDIQ) contract to a single, successful offeror/contractor whose offer/quote in response to this solicitation will be most advantageous to the Government. The Government intends to award to the offeror/contractor whose offer/quote represents the best value to the government after consideration of all technical and price/non-price factors. (Per FAR Part 2 Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement).

### **SELECTION PROCESS:**

Evaluations will be conducted under the procedures of FAR Part 13. In accordance with FAR 13.106-2(b)(3), offers/quotes will undergo a comparative evaluation to determine which offeror/contractor provides the best value to the government in terms of high technical capability and past performance, while also providing a competitive price. Offers/quotes will be compared against each other in an impartial and simplified manner based on FAR Part 13. Source selection techniques, as required by FAR Part 15, will not be used because this solicitation is being executed IAW FAR Part 13 only. **See FAR Part 52.212-2 and Addendum FAR Part 52.212-2 for additional information.** The Government reserves the right to make an award to other than the lowest cost/lowest priced offeror/contractor or to the offeror/contractor with the highest rating based on a comparative analysis of non-cost/non-price value indicators as outlined in FAR Parts 52.212-1, 52.212-2, and Addendum FAR Part 52.212-2 if the Contracting Officer determines that to do so would result in the best value to the Government.

### **INSTRUCTIONS FOR SUBMISSION OF OFFER/QUOTE**

**(includes close dates and times and other cut off dates for submission)**

**Offer Submission Guidance:** Offers/quotes shall be submitted via e-mail only to C. Robert Oravetz, Contracting Officer, [christopher.oravetz@va.gov](mailto:christopher.oravetz@va.gov). Offers/quotes shall be submitted on or before the close date/time as specified in this solicitation. **Offers/quotes are due no later than Wednesday, June 28<sup>th</sup>, 2023 by 1300 hours (1:00 p.m.) Eastern Time (ET).** Any contractor/offeror submissions or requests for information received after the closing date and time of this solicitation (for any reason) are late. It is very unlikely that the solicitation close date will be extended so offerors/contractors are encouraged to respond on or before the final response date of **Wednesday, June 28<sup>th</sup>, 2023 by 1300 hours (1:00 p.m.) Eastern Time (ET)** with their best offer/quote. It is recommended that offers/quotes be sent utilizing e-mail messages with manageable and allowable file sizes to ensure an effective transmission. Separate or multiple e-mails are allowed just as long as the offeror/contractor indicates which/how many e-mails constitute a complete offer/quote (i.e. E-mail message 1 of 2, E-mail message 2 of 2 etc.). Offers/quotes shall not be sent as zip files and shall be rejected if received in this format. (Zip files are automatically blocked by the VA's email security system thereby preventing such files from being opened, read, and accessed by the contracting administrator). The government will acknowledge receipt of offers/quotes (by e-mail) if received prior to the close date and time of the solicitation. The government's acknowledgement that an offer/quote has been received shall not constitute acceptability or unacceptability of the offer/quote (because the government is not in a position to review and/or to evaluate offers/quotes during or immediately following the close date of a solicitation).

**Solicitation Questions:** Questions about this solicitation shall be accepted up until **Monday, June 20<sup>th</sup>, 2023 by 1600 hours (4:00 p.m.) Eastern Time (ET)**. Questions (to include requests for additional information/clarification) shall be submitted using attachment **Solicitation Questions Request Form** that accompanies this solicitation. Questions shall be submitted via e-mail only to C. Robert Oravetz, Contracting Officer, [christopher.oravetz@va.gov](mailto:christopher.oravetz@va.gov). No additional questions or requests for information/clarification shall be accepted after **Monday, June 20<sup>th</sup>, 2023 by 1600 hours (4:00 p.m.) Eastern Time (ET)**. The government's response to questions and other inquiries about this solicitation will be addressed via amendment(s) to this solicitation whereby such responses will be posted to the Government Point of Entry (GPE) / Contract Opportunities (betasam) website <https://sam.gov/content/opportunities>. Solicitation questions shall be submitted in writing only. Solicitation questions shall not be answered telephonically by the contracting officer and/or by other contracting administrators that are directly or indirectly affiliated with this solicitation. It is the responsibility of offerors/contractors to monitor the Contract Opportunities (betasam) website <https://sam.gov/content/opportunities> for any and all amendments to this solicitation (which includes the contract award notice when posted). Notifications to individual contractors about amendments and/or other changes/additions to this solicitation will not be disseminated.

## **INSTRUCTIONS FOR OFFER/QUOTE PREPARATION AND SUBMISSION**

### **PART I -OVERVIEW AND GENERAL GUIDANCE**

Offerors/contractors shall submit their offer/quote in three (3) volumes as detailed in this section of the solicitation. All offers/quotes shall conform to the solicitation provisions and be prepared in accordance with this section. Offers/quotes submitted should not simply rephrase or restate the government's requirement but rather shall provide a convincing rationale to address how the offeror/contractor intends to meet these requirements in sufficient detail. Simply restating (or copying and pasting directly from) the Performance Work Statement will not be evaluated favorably by the government. Offerors/contractors shall assume that the government has no prior knowledge of the offeror, contractor, their company, their facilities, their capabilities, and/or their experience. Therefore, the offeror's/contractor's offer/quote shall be in sufficient detail (to the extent necessary) that the solicitation criteria, factors, and other requirements contained therein are adequately, appropriately, and completely addressed (which includes providing all required documentation that has been specified for submittal in the solicitation).

### **PART II -SPECIFIC INSTRUCTIONS, CONTENT, AND FORMAT REQUIREMENTS**

Responses to this solicitation shall be submitted in three volumes as described below.

- Volume 1 (Technical Volume). Volume 1 shall not contain any pricing information and shall clearly be labeled Volume 1 (Technical Volume).
- Volume 2 (Price Volume) shall clearly be labeled Volume 2 (Price Volume) and shall not contain any technical information that should otherwise be contained within Volume 1.
- Volume 3 (Addendum) shall contain contractor administrative data which includes any and all required/related supporting documents that are mandated by the solicitation.

\*Each volume shall be written on a stand-alone basis so its contents can be evaluated without cross referencing to another volume.

\*Each volume must be submitted as a separate PDF file. More than one (1) PDF file may be used for a particular Volume if there are file size and email transmission issues. PDF's shall be clearly labeled in relation to which PDF the Volume is referencing and/or is otherwise a part of.

## VOLUME 1 – TECHNICAL Volume.

### Technical Capability and Past Performance

Offerors/contractors shall submit documentation to prove their capability to perform the services described in the Performance Work Statement. Offerors shall address all aspects of the Performance Work Statement in sufficient detail to show a complete understanding of the requirement which includes a well-formed plan of how to successfully perform all work, to successfully execute all services, and to successfully complete the required tasks/deliverables contained therein. All requirements specified in this solicitation are mandatory and by responding to this solicitation offerors/contractors are affirming that they can successfully perform all work, successfully execute all services, and can successfully complete the required tasks/deliverables that are specified in the solicitation.

A complete response to this factor shall contain a response to, an acknowledgement of, and/or will otherwise directly address the following items listed below. The bulleted items below define and comprise the overall technical capability of the offeror/contractor as defined in this section. The bulleted items below shall not be construed or otherwise be interpreted as being separate subfactors.

- As an introduction, provide an overview, or “snapshot” of the Non-Emergency, Patient Ground Transportation Services that your company provides and then in detail describe how performance of these services are directly aligned with the current requirement.
- Identify the key personnel and other staff who will be performing work, who will be executing services, and who will be completing tasks/deliverables during the performance periods of the contract while active. Individual qualifications of staff who are identified should include the following information: name, level of training, licensure information, position held, tenure etc. Other information (or documentation) should be provided if necessary to describe the attributes of these personnel/staff.
- Vehicle Fleet Management: Information shall include documentation fully describing the make of vehicle, model, maintenance records and year of vehicles to be used, location of the facilities from which they will be dispatched and maintained.
- Describe your communication system (and associated reporting) which will foster communication with Veteran’s Affairs (VA) personnel for acceptance, facilitation, monitoring, and execution of services (i.e. the scheduling, facilitation, and completion of transportation appointments).
- Contractor Quality Control Program (QCP)

It is required that the contractor establish and maintain a complete QCP to assure contract requirements are provided as specified. Please refer to Section 1.13.1 thru 1.13.4 in the Performance Work Statement and address the following as described in these sections.

1.13.1.1 – Inspection Plan

1.13.1.2 – Maintenance Records

1.13.1.3 – Identifying and Preventing Deficiencies (to include maintaining acceptable performance)

## 1.13.1.4 – Communication (Continual without breakdown)

**Past Performance**

Offerors/contractors shall provide Past Performance information that consists of the following: minimum of three (3) but no more than five (5) relevant and recent past performance references for contracts, work, and/or other related projects that occurred in the public and/or private sector. (At a minimum, offerors/contractors shall provide the name and address of the facility, point of contact name, phone number, e-mail address, and the corresponding dates/time periods so that the relevance and recency of this information can be assessed). Relevant past performance is defined as performance that is the same or similar in scope to the services being sought. Recent past performance is defined as performance that is occurring or ended within the last five (5) years. Past performance occurring more than five years from the expected solicitation close date shall be considered not recent. Past performance (positive, favorable, satisfactory, or acceptable) for unrelated past contracts or for completed work/contracts/projects that significantly differed in scope from the services being sought is not necessarily beneficial to the government for a past performance assessment of offerors/contractors. While such information may be helpful to determine the overall trend in the ratings of quality for previous contracts (or other projects/work) it is emphasized that offerors/contractors will receive the highest rating in this category for favorable, positive past performance that directly pertains to contracts, projects, and/or other work that was both relevant and recent (in terms of the current requirement for the specific services being sought).

The government may elect (and reserves the right) to do the following:

- Contact references to verify the service provided by the offeror/contractor for the reference, the period of performance, the quality of the contractor's performance, and any issues that may have occurred during contract performance.
- Review the performance ratings on file for prior Government projects the offeror has performed.
- Consult past performance databases such as but not limited to CPARS, EPLS, and/or other databases as appropriate to determine (or to verify) the past performance record of the offeror/contractor.

In the case of an offeror/contractor without a record of past performance (recent, relevant, non-related, or otherwise) or for whom information on past performance is not available (from any source) the offeror/contractor will receive a "neutral," rating and will not be evaluated favorably or unfavorably for past performance.

**VOLUME 2 – PRICE Volume**

**Price** – Offerors/contractors shall follow the following guidance below and include the following items:

a) Offers/quotes shall include a Total Firm Fixed Price for all CLINS listed in Price/Cost Schedule of this solicitation. Prospective contractors shall refer to and complete the Price/Cost Schedule document when quoting and/or when providing their cost data for line items. All respective blocks in the Price Cost Schedule shall be completed (Unit Price, Amount, Subtotals, and Grand Total). Volume 2 – PRICE Volume lists the total proposed price for the base period and all periods for each Contract Line Item Number (CLIN). The offeror/contractor shall submit pricing information to support the completeness and reasonableness of proposed prices for all performance periods that are indicated in the schedule. [As required by the McNamara-O'Hara Service Contract Act, Wage Determination 2015-5153 Revision 20, Dated 12/27/2022 applies to \(and is incorporated within\) this solicitation by the government for guidance and informational purposes only. It is strongly](#)

recommended that offerors/contractors familiarize themselves with the applicable labor laws, associated wage rates, and other applicable benefits when formulating their overall pricing for services (as annotated in the Price/Cost Schedule).

As part of VOLUME 2 – PRICE Volume offerors/contractors are required to complete and submit the spreadsheet entitled “Pricing Tabulation Tool.” This Microsoft Excel spreadsheet mirrors the Price/Cost Schedule containing fillable fields (with built in formulas) for number calculations. To ensure 100% accuracy, cost data that is contained within VOLUME 2 – PRICE Volume must also match the cost data as reflected in the spreadsheet.

### **VOLUME 3 - ADDENDUM**

1). SF1449 Page 1 – Contractor is required to complete and/or sign blocks 17a, 17b, & 30 (a thru c) to certify that they accede with the criteria and other requirements of this solicitation.

2). Naming Convention: The following information shall be listed or otherwise contained within the contractor’s/offeror’s offer/quote in response to this solicitation.

Name

DBA (Doing Business As) (if applicable):

Mailing Address

Phone Number

Unique Entity Identifier (UEI) Number

CAGE Code

Federal Tax ID Number

3). Offerors/contractors shall also complete, include, and submit the following documentation as part of their official (and complete) response to this solicitation:

i). Complete, sign, include, and submit as part of quote/offer: “Addendum Certification of Compliance Limitations on Subcontracting”.

ii). Complete, sign, include, and submit as part of quote/offer: “Business Associate Agreement (BAA)”

iii). Complete, sign, include, and submit as part of quote/offer: “Contractor Certification of Compliance with Immigration and Nationality Act of 1952”.

iv). Complete, sign, include, and submit as part of quote/offer: “Notification of Compliance with Insurance Requirements”

v). Self-certification (and/or a screenshot) which reflects the offeror’s/contractor’s active profile and/or registration in SBA VetCert <https://veterans.certify.sba.gov/> with a profile/status of Service Disabled Veteran Owned Small Business (SDVOSB).

vi). Self-certification (and/or a screenshot) which reflects the offeror’s/contractor’s active profile and/or registration in the System for Award Management (SAM) database with no derogatory or exclusionary information. See <https://sam.gov/content/home>

\*\*\*Using the contractor’s UEI number the government will conduct additional checks of the System for Award Management (SAM) database and the SBA VetCert website to verify/ensure that the

offeror/contractor has met the requirements stipulated herein.

## ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

### E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020

### E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

### **E.3 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 (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

#### **E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

#### **E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

C. Robert Oravetz, CO  
Windell Lance, Supervisory CO

Hand-Carried Address:  
Department of Veterans Affairs  
Gulf Coast Veterans Healthcare System  
400 Veterans Avenue  
BLDG 10 Engineering c/o Contracting  
Biloxi MS 39531

Mailing Address:  
Department of Veterans Affairs  
Gulf Coast Veterans Healthcare System  
400 Veterans Avenue  
10 Engineering c/o Contracting  
Biloxi MS 39531

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

(End of Provision)

#### **E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)**

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

- (1) Include the name, address, fax number, email and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

(End of Provision)

(End of Addendum to 52.212-1)

## E.8 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

(End of Provision)

## E.9 ADDENDUM FAR PART 52.212-2

Technical Factor Evaluation. This section cross references the technical factors that must be addressed as annotated in 52.212-1.

Past Performance

Past Performance will be reviewed to determine if previous work was recent and relevant. Positive, favorable past performance for recent and relevant work will be given a higher rating when compared to past

performance ratings for unrelated work. However, a lack of past performance information (from any source) will result in a neutral rating assessment.

#### Price Factor Evaluation (Volume 2 – Price Volume)

This factor will consider the reasonableness of prices using price analysis techniques. The evaluation will consider price reasonableness based on competitiveness of price offers received in response to this solicitation. In evaluating the contractor's price, the Government's determination will include whether the price reflects a clear understanding of the requirements, is consistent with the information provided in the contractor's offer/quote and is reasonable in comparison with other offers/quotes that have been received in response to the solicitation.

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).

### **E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

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 (v) of this provision.

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

*Covered telecommunications equipment or services* has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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.

*Reasonable inquiry* has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*]

(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—

(i) It  is,  is not a service-disabled veteran-owned small business concern; or

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 joint venture 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 it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR part 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*]

**Note to Paragraphs (c)(8) and (9):** Complete paragraphs (c)(8) and (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:

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(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical 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	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component: Line Item No. \_\_\_\_\_

[List as necessary]

(4) 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)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. \_\_\_\_\_

[List as necessary]

(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(3) *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]

(4) *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 the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

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

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial

challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to 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](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) 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).

(v) *Covered Telecommunications Equipment or Services—Representation*. Section 889(a)(1)(A) and section 889(a)(1)(B) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

End of Document