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

1. REQUISITION NO.	PAGE 1 OF
607-26-2-1451-0003	57

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C25226Q0366	05-06-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Sands, Scott	scott.sands2@va.gov	06-08-2026 10:00 AM CDT

9. ISSUED BY CODE 36C252

Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101

Milwaukee WI 53214-1476

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 485991

SIZE STANDARD: $19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	N/A

14. METHOD OF SOLICITATION: [X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 36C607

Department of Veterans Affairs
36C607
William S Middleton VA Hospital
2500 Overlook Terrace
Madison WI 53705-2286

16. ADMINISTERED BY CODE 36C252

Department of Veterans Affairs
36C252
Great Lakes Acquisition Center - HC
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE _____

Department of Veterans Affairs
Financial Services Center
PO Box 149971
Austin TX 78714-9971

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	RFQ for Non-Emergency Medical Transportation (NEMT) Services at the William S Middleton VA Hospital in Madison, WI and its affiliated clinics in accordance with the Performance Work Statement (PWS). This requirement is for a 5-year ordering period Indefinite Quantity Contract (IQC) with five 1-year priced periods. Task orders shall be issued for each priced period. Five-year ordering period shall be from 07/01/2026 through 06/30/2031. This procurement will be conducted as a 100% Small Business set-aside and is open to all eligible and SBA verified small businesses. The Applicable DOL Wage Determinations shall apply to this requirement and are attached - See Section D. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN One 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)	31c. DATE SIGNED
		Scott Sands Contracting Officer	

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA (continuation from Standard Form 1449)

QUOTER SHALL COMPLETE AND RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO:	**DATE:**
_____	_____
_____	_____
_____	_____

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

a. **CONTRACTOR:**

CONTRACTOR NAME: _____
ADDRESS: _____
CITY-STATE-ZIP: _____
POINT OF CONTACT/TITLE: _____
PHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____
SAM UEI NO. _____
CAGE CODE: _____

CONTRACTOR'S PAST PERFORMANCE POINT OF CONTACT
(IF DIFFERENT THAN ABOVE):

NAME: _____
EMAIL ADDRESS: _____

b. **GOVERNMENT:**

CONTRACTING OFFICE CODE: 36C252
DEPARTMENT OF VETERANS AFFAIRS
GREAT LAKES ACQUISITION CENTER
115 S. 84TH ST., STE 100
MILWAUKEE, WI 53214

2. ACQUISITION OF COMMERCIAL ITEMS:

This Request for Quotation (RFQ) is issued in accordance with Revolutionary FAR Overhaul (RFO) Part 12, Acquisition of Commercial Products and Commercial Services. The Government does not intend to use the procedures of FAR Parts 14 or 15.

The Government intends to award a Firm-Fixed-Price (FFP) Indefinite-Quantity Contract under an Indefinite-Delivery Contract structure in accordance with FAR Subpart 16.5. Orders issued under the contract will be priced on a Firm-Fixed-Price unit basis. Prices shall not be subject to adjustment except as otherwise provided in the contract.

(Note: The terms "offeror" and "quoter" may both be used in this Solicitation. For the purposes of this Solicitation, these terms are interchangeable; there is no difference in meaning between the two.)

3. SET-ASIDE (If any): See box 10 of STANDARD FORM 1449

4. SOLICITATION TIMELINE SUMMARY:

A. SITE VISIT:

Quoter is strongly encouraged to inspect the service location to fully understand the scope and site conditions. In no case shall failure to inspect the campus constitute grounds for a claim after contract award.

SITE VISIT IS SCHEDULED FOR **THURSDAY, MAY 21ST, AT 10 AM LOCAL TIME**. ALL INTERESTED PARTIES TO MEET COR ALEX PAUL (608) 256-1901 x18651 AT **BUILDING 1, ROOM NUMBER A1059** (HEALTH ADMINISTRATION SERVICES – 1ST FLOOR – MAIN HALLWAY ACROSS FROM THE HALL OF HEROES). SITE VISIT STARTS **PROMPTLY AT 10 AM**; PLEASE ARRIVE 15 MINUTES EARLY TO CHECK IN.

B. RFQ QUESTIONS:

To maintain integrity of this solicitation, and subsequent award date, all quoters are advised that any question-and-answer requests shall be submitted in written form, via e-mail, to the Contracting Officer scott.sands2@va.gov no later than **WEDNESDAY, MAY 27TH, AT 10 AM LOCAL TIME.** Contracting will issue a consolidated response, via solicitation amendment, to all parties within 3 business days. The amendment will be posted to https://sam.gov Contract Opportunities.

C. SOLICITATION CLOSES/QUOTES DUE:

See box 8 of STANDARD FORM 1449 or most recent Amendment.

D. SUBMISSION OF QUOTE:

See 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services and addendum for specific instructions to offerors.

5. CONTRACTING OFFICER AUTHORITY:

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance under this contract. In the event the Contractor effects any such change at the direction of any person other than the

Contracting Officer, the change shall be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

6. INVOICES:

a. All payments by the Government to the contractor will be made in accordance with: FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018).

b. Invoices shall be submitted monthly in arrears in accordance with 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018).

c. Payments shall be made in arrears upon receipt of a properly prepared invoice.

d. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.

e. The VA has mandated electronic invoice submission for Veterans Transportation contracts and has partnered with VetRide, for submissions of all electronic invoices to VA. VetRide electronic invoicing is free to all VA vendors. Electronic invoice submission shall use VetRide or its successor system.

f. Contractor shall Submit electronic invoices through the VetRide (or its successor system) portal by the 10th of the following month.

g. All invoices shall reference the vendor's name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, quantity, unit price, and total invoice amount (any additional info). Invoices shall also include any payment discount terms.

h. Training and support for the VetRide, or its successor system, shall be provided by VA facility personnel, VetRide personnel, or VetRide successor personnel at no cost to the Vendor.

7. FACILITY REQUIREMENTS:

In addition to any other requirements set forth in this Contract, the Contractor, including its employees, agents, and subcontractors (collectively "the Contractor"), shall comply with the following facility requirements. Failure to comply with these requirements shall be considered a material breach of this Contract and may be a violation of Federal law resulting in charges answerable in the United States District Court.

a. Contractor is responsible for following all on-site facility policies.

b. All VA property is considered Federal property, and all Federal laws are applicable.

c. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

d. All VA facilities are drug free. Possession of drugs, to include Marijuana and all Marijuana biproducts are prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

e. All contractor personnel are required to adhere to all VA rules and regulations.

f. Smoking is prohibited on the entire campus, both inside and outside the VA Facility.

g. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

h. VHA DIRECTIVE 1192: This Veterans Health Administration (VHA) directive establishes policy and provides guidance for the prevention of seasonal influenza in VHA facilities through the vaccination or masking of health care personnel (HCP). AUTHORITY: Title 38 United States Code (U.S.C.) 7301(b), 7318(b). Contractor is responsible in ensuring that all aspects of this directive are implemented, including providing face masks and influenza vaccines for all employees working at a VA facility.

8. SECURITY & PRIVACY CONTROL:

Contractors shall coordinate all badging, background checks, and fingerprinting with the COR or otherwise designated facility point of contact. Reference VA Handbook 0710, VA Handbook 0735, VA Directive 0735, and VHA Handbook 6500.6.

B.2 PRICE/COST SCHEDULE

The minimum guarantee under this Indefinite Quantity Contract is $250,000.00, and the maximum contract ceiling is $9,000,000.00 for the five-year ordering period. Quantities stated in the schedule are estimates only. The Government will only pay for services actually ordered and rendered.

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001	Ambulatory Sedan Base Fare (first 30 miles) Contract Period: Priced Period 1 POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	2,100.00	TRP	_____	_____
1002	Wheelchair Van Base Fare (first 30 miles) Contract Period: Priced Period 1 POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	900.00	TRP	_____	_____
1003	Ambulatory Sedan Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 1 POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	167,025.00	MI	_____	_____
1004	Wheelchair Van Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 1 POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	71,500.00	MI	_____	_____
1005	Wait Time (First 30 minutes Free, then 15-minute increments) Contract Period: Priced Period 1 POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation -	125.00	EA	_____	_____

	Travel/Lodging/Recruitment: Motor Passenger				
	Priced Period 1 Estimated Total:				
2001	Ambulatory Sedan Base Fare (first 30 miles) Contract Period: Priced Period 2 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	2,100.00	TRP		
2002	Wheelchair Van Base Fare (first 30 miles) Contract Period: Priced Period 2 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	900.00	TRP		
2003	Ambulatory Sedan Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 2 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	167,025.00	MI		
2004	Wheelchair Van Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 2 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	71,500.00	MI		
2005	Wait Time (First 30 minutes Free, then 15-minute increments) Contract Period: Priced Period 2 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	125.00	EA		
	Priced Period 2 Estimated Total:				
3001	Ambulatory Sedan Base Fare (first 30 miles) Contract Period: Priced Period 3 POP Begin: 07-01-2028	2,100.00	TRP		

	POP End: 06-30-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger				
3002	Wheelchair Van Base Fare (first 30 miles) Contract Period: Priced Period 3 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	900.00	TRP	_____	_____
3003	Ambulatory Sedan Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 3 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	167,025.00	MI	_____	_____
3004	Wheelchair Van Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 3 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	71,500.00	MI	_____	_____
3005	Wait Time (First 30 minutes Free, then 15-minute increments) Contract Period: Priced Period 3 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	125.00	EA	_____	_____
	Priced Period 3 Estimated Total:				_____
4001	Ambulatory Sedan Base Fare (first 30 miles) Contract Period: Priced Period 4 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	2,100.00	TRP	_____	_____
4002		900.00	TRP	_____	_____

	Wheelchair Van Base Fare (first 30 miles) Contract Period: Priced Period 4 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger				
4003	Ambulatory Sedan Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 4 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	167,025.00	MI	_____	_____
4004	Wheelchair Van Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 4 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	71,500.00	MI	_____	_____
4005	Wait Time (First 30 minutes Free, then 15-minute increments) Contract Period: Priced Period 4 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	125.00	EA	_____	_____
	Priced Period 4 Estimated Total:				_____
5001	Ambulatory Sedan Base Fare (first 30 miles) Contract Period: Priced Period 5 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	2,100.00	TRP	_____	_____
5002	Wheelchair Van Base Fare (first 30 miles) Contract Period: Priced Period 5 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation -	900.00	TRP	_____	_____

	Travel/Lodging/Recruitment: Motor Passenger				
5003	Ambulatory Sedan Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 5 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	167,025.00	MI	_____	_____
5004	Wheelchair Van Flat Per-Mile Rate (over 30 miles) Contract Period: Priced Period 5 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	71,500.00	MI	_____	_____
5005	Wait Time (First 30 minutes Free, then 15-minute increments) Contract Period: Priced Period 5 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger	125.00	EA	_____	_____
	Priced Period 5 Estimated Total:				_____
				ESTIMATED GRAND TOTAL	_____

B.3 PERFORMANCE WORK STATEMENT (PWS)

1. PURPOSE:
The Contractor shall furnish the necessary personnel and equipment to provide twenty-four (24) hour, seven (7) day a week wheelchair van and sedan transportation services to the beneficiaries of the **William S. Middleton Memorial VA Hospital** (VAH) in Madison, WI, and associated Community-Based Outpatient Clinics (CBOC). Service will be from Veterans' residences, Dane County Regional Airport, major transit stations, or designated pick-up locations to VA or non-VA facilities providing care at VA expense. Vehicles transporting patients shall not carry any person not listed on the manifest sent to the Contractor by a VA employee from the patient beneficiary office. The VA intends to award a single IQC (Indefinite Quantity Contract) with a five-year ordering period with five one-year priced periods. Actual trip quantities may vary and are based on annual estimates. Contractor shall have adequate fleet of wheelchair-capable passenger vans and ambulatory sedans, as well as a sufficient number of licensed drivers to meet the demand of the facility. If current fleet is determined to not meet the demand, the facility will request the contractor increase the appropriate fleet vehicles by an agreed upon number. This expense will be the responsibility of the contractor.

2. REQUIREMENTS: See Appendix I and II for the Historical Usage Chart, Definitions, and Acronyms.

2.1 VEHICLE REQUIREMENTS:

The Contractor must meet all safety and mechanical standards established by local, state, and federal statutes and regulations. Vehicles used to provide services under this contract shall meet requirements including, but not limited to, the following. An inspection checklist shall be completed for each vehicle daily and must address at least the following items. This checklist for the applicable service date shall be kept in the vehicle. After the day is over, the checklist shall be retained by the Contractor to be made available to the Government upon request.

2.1.1. Have passed the applicable state's Department of Transportation safety inspection.

2.1.2. Have functioning mechanisms which ensure that all access doors are capable of being opened from the inside and remain closed and secure during travel.

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

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

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

2.1.6. Be equipped with hubcaps or wheel covers.

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

2.1.8. Have passenger compartment clean of dirt and free from torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges, and vermin or insects.

2.1.9. Have unobstructed vision on all sides.

2.1.10. Be equipped with an operable two-way radio and/or cellular telephone communication system, which affords contact with the vehicle during all hours of operation. Pagers are not an acceptable substitute.

2.1.11. Have windows and doors which can be opened and closed in accordance with manufacturer's standards.

2.1.12. Not having leaks of any kind.

2.1.13. Be equipped with a functioning horn.

2.1.14. Have operable seat belts on all seats.

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

2.1.16. Wheelchair vehicles shall be equipped with lifts or ramps, with a minimum lift capacity of 800 pounds, and shall have wheelchair tie-down straps and effective securing devices to secure both wheelchair and wheelchair occupants.

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

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

2.1.19. The Contractor shall provide the Contracting Officer's Representative (COR) with a list of all vehicles used to provide services under this contract, including vehicle license numbers, insurance certificates, and the current odometer reading for all vehicles prior to initiating service. An updated list shall be provided to the COR monthly.

2.1.20. All vehicles shall be made available for inspection at any reasonable time (in accordance with paragraph 2.3.5) during the performance of this contract when requested by the Contracting Officer (CO) or COR. Any vehicle found not in conformity with the above standards, or any vehicle receiving two (2) or more unsatisfactory findings, within a five (5) day period, shall be removed from service immediately. That vehicle shall not be put back into service until subsequent inspections verify correction of the deficiencies. The VA reserves the right to order the immediate removal from service of any vehicle not in compliance with any vehicle standards referenced herein. Failure to comply with this requirement may be cause for disallowance of compensation for services rendered in the violating vehicle.

2.1.21. The Contractor shall assign each vehicle a number that will be displayed on placard(s) within the vehicles. These placard(s) must be easily visible to any passengers transported in the vehicle. The Contractor shall provide a list of all assigned vehicle numbers by Vehicle Identification Number (VIN) to the COR within 30 days of award of the contract.

2.1.22. All vehicles shall be serviced with sufficient fuel to complete patient transport without stopping to refuel during patient transport. For patient trips more than 150 miles, refueling the vehicle is permitted as necessary.

2.2 VEHICLE INSPECTIONS:

2.2.1. The Contractor shall follow an approved inspection plan that specifies the areas to be inspected on both a scheduled and unscheduled basis, how often inspections shall be accomplished, and the company or title of the individual(s) who shall perform such inspections. Inspection reports shall be made available upon request.

2.2.2. The VA shall inspect all vehicles that are to be utilized in the performance of this contract. These inspections shall be conducted at the beginning of the contract and before each initial use of a vehicle.

2.2.3. Contractor shall not use any vehicles for this contract that do not pass inspection based on criteria in section 2.1.

2.2.4. Contractor shall contact the VA to coordinate the date, time, and location for inspections.

2.2.5. At the VA's discretion, the VA shall inspect vehicles periodically to ensure vehicles meet VA standards for patient transportation. If/when periodic inspections occur, they shall be conducted at random by the VA and may be conducted at a Government or a Contractor facility. If conducted at a government facility, vehicle(s) designated to be inspected will be instructed to arrive early for a previously scheduled transportation order. If/when an inspection is to be conducted at a Government facility, the contractor shall have no less than two (2) hours' notice for each vehicle to be inspected. During the two (2) hour period, the contractor shall have one (1) hour to get the respective vehicle to the Government facility one (1) hour earlier than the scheduled patient pick-up time during which time the inspection shall occur. The contractor shall not be entitled to extra compensation for arriving at the facility early nor for inspection time. If a vehicle is instructed to be at a facility for an inspection without a corresponding transportation order, the Government will consider this a "No Load" order and compensate the contractor for a one-way trip at the Flat Rate. If/when an inspection is conducted at the Contractor's facility, the contractor shall have an hour notice, and all vehicles performing services against the contract that are not currently transporting VA patients shall be subject to inspection. The Contractor shall not be entitled to compensation for inspections occurring at the Contractor's facility.

2.3 OTHER REQUIREMENTS:

2.3.1. The contractor shall supply a wheelchair for transporting patients. VA-owned wheelchairs marked as VA Property may not be removed from the medical center without approval from the Mobility Manager, the Beneficiary Travel Supervisor, or Administrative Officer of the Day (AOD).

2.3.2. Due to weight or size, some patients may be defined as "bariatric" patients and require the use of oversized wheelchairs and/or high-back wheelchairs (supplied by the VA or the patient). Because of specialized care for Spinal Cord Injury patients, their motorized wheelchairs will need to accompany these patients in the vehicle so that the wheelchair may be adjusted to changing pressure points.

2.3.3. If a patient being transported declines to be properly belted or removes the securement devices himself/herself, the driver shall immediately notify the Contracting Officer's Representative of this fact prior to departure or upon arrival at the destination. The Contractor shall not transport any patient who refuses to be properly secured while being transported.

2.3.4. Patients using motorized electric carts (supplied by the patient) shall be secured in accordance with Federal and State regulations for transport or transfer to a manually operated wheelchair before being loaded into the vehicle. The motorized cart will be loaded separately and must be secured to the vehicle during transport.

2.3.5. Some patients may have to transfer to the standard passenger bench seat and wear the safety belt required for riding in that seat. If the patient refuses to transfer to the passenger bench seat and/or refuses

to wear the appropriate safety belt, the contractor shall not transport the patient. This will be treated as a "No Load" situation, per section 4.1.2.

2.3.6. If or when patient's medical records are transported, Contractor shall ensure that Privacy Act of 1974 guidelines are followed.

2.3.7. Contractor shall provide personal protective equipment (gloves) and spill kits to drivers to ensure they are adequately prepared to address biological fluids.

2.4 DRIVERS' DUTIES:

2.4.1. The driver shall provide "through the door service" for patients to and from their designated appointments.

2.4.2. Patients are to be picked up or dropped off on the ward, in their homes, in their clinic, or at other stated areas and taken to their stated destination or appointment.

2.4.3. Assistance in maneuvering stairs and other barriers must be provided by the driver and/or attendant as necessary.

2.4.4. When a patient is delivered to or departing from a destination, including a clinic, medical appointment, residence, or other authorized location, the driver or attendant shall notify a responsible party of the patient's arrival or departure, as applicable, when such notification is possible. "Responsible party" means professional staff at the medical center, clinic, appointment location, transportation point of contact, or other receiving facility staff responsible for the patient's arrival or departure. When a patient is delivered to or picked up from a residence, the driver or attendant shall notify the patient's "concerned other", when one has been identified and is available. For purposes of this requirement, "concerned other" means a family member, caregiver, legal guardian, emergency contact, or other individual identified by the patient or the VA as someone to be notified regarding the patient's transportation. If no concerned other has been identified, is available, or can be contacted, the driver or attendant shall document the circumstance in accordance with the Contractor procedures and notify the VA point of contact when required or when patient safety concerns exist.

2.4.5. When a veteran is picked up at a public transportation area (i.e. airport, train station), the VA shall provide the contractor with the arrival information, and the driver/attendant shall meet the veteran in the terminal and provide assistance to the veteran and load their luggage to the vehicle.

2.4.6. If a patient is identified as "Companion Required," it means the patient is medically incapable of being left unattended under any circumstances. If this patient has no escort of their own, the driver will escort the patient to the waiting area of the medical appointment location and ensure clinic staff is aware of the patient's arrival and status of "Companion Required" prior to leaving the patient. The driver shall notify the VA Police immediately in the event that contact is lost with a patient classified as such.

2.4.7. Drivers or dispatchers shall immediately contact the VA Transport Office for approval, prior to transporting a VA beneficiary if they appear to be under the influence of drugs or alcohol, or in possession of illegal drugs. Drivers shall not transport anyone who insists on smoking during the transport, this includes drivers and attendants as well. All Contractor personnel shall always display professional manners. Rude or obscene behavior or language will not be accepted.

2.5 ATTENDANT'S DUTIES:

2.5.1. Attendants shall be provided by the Contractor upon request. Attendants are required in conjunction with drivers primarily when a Veteran requires specialized care, physical assistance, or behavioral monitoring during transport that a single driver cannot safely provide; VA personnel will notify the

contractor when an attendant is required. Historically, ~25 trips per year require an attendant - see Appendix I.

2.5.2. Attendants shall assist the driver with the transportation of patients as required. Such assistance may include informing responsible parties at the destination of the patient's arrival, meeting the patient at the pickup location, escorting the patient to and from the vehicle to the pickup location and destination, and assisting the patient with entering and exiting the vehicle.

2.6 PERSONNEL QUALIFICATIONS FOR DRIVERS AND ATTENDANTS:

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

2.6.2. The Contractor shall maintain a record of each employee as to the character, current driving records, received complaints, and physical capabilities associated with performing the required duties of driving and assisting patients as required. The Contractor shall make these records available for inspection upon request by the VA. Records shall include the steps taken for corrective action.

2.6.3. Contractor shall conduct drug testing in accordance with Department of Transportation (DOT) standards of all personnel and submit the results to the VA prior to the driver performing duties under this contract. Contractor shall likewise conduct random drug testing annually for a minimum of 10% of their employees and provide these results to the VA upon request.

2.6.4. Drivers shall wear clean and unsoiled uniforms of the Contractor with a VA Contractor picture identification (ID) badge that clearly identifies the company they work for. Uniforms shall consist of a collared shirt (i.e. polo shirt), slacks or shorts, and closed-toe shoes. Uniforms shall not include baseball caps or high-heeled shoes.

2.6.5. Prior to performing services under this contract and every two years thereafter, each driver shall obtain a physician's statement, or the statement of a nurse practitioner certified by the American Nurses' Association (or other professional nursing certifying organization having authority to certify registered nurses in advanced nursing practice) that the driver has no current medical condition that interferes with the driver's ability to drive safely or perform tasks associated with patient assistance. It must be obtained before driving a special transportation service vehicle. Drivers for facilities that are licensed by the Department of Health or the Department of Human Services and required by either of those departments to provide a physician's or nurse practitioner's statement of health on a regular basis may substitute that form or statement for the form required in this part. A driver who has a commercial driver's license and a corresponding valid Federal medical card (FEDMED) may furnish a copy of that card instead of furnishing the physician's statement of health.

2.6.6. Each driver must be at least 19 years of age and have not less than three years of experience as a licensed driver. Each driver's record for the past three years shall have no convictions for driving a motor vehicle without a valid license for the class of vehicle driven; and each driver's driving and criminal records shall have no conviction for driving under the influence of alcohol or a controlled substance, for alcohol-related driving, or driver's license revocations. All drivers providing services under this contract shall have less than five (5) current points assessed against their driver's license, none of which were assessed for "Reckless Driving."

2.6.7. Each driver must pass the Contractor's background check and must not have been convicted of (or have any pending charges for) a felony for the past five years. Drivers (and Contractor) must report any

new or additional charges or convictions if they arise during the course of performance under this contract so VA can review them and determine whether the driver needs to be discharged of his or her duties until the matter is adjudicated.

2.6.8. Investigative Requirements for Contract Personnel: Contract personnel will be subject to the same level of investigation as those for regular VA appointees and employees. The level of investigation commensurate with the level of access to perform the stated duties is a Special Agreement Check (SAC). Fingerprinting for contract personnel will be conducted at the Middleton Memorial VAH. Thereafter the contracted employees will be subject annually to the same requirement, with a 90-day window to complete such requirement as provided by the Middleton Memorial VAH. The VA Security and Investigation Center (SIC) is responsible for adjudicating all background investigations for contract employees.

2.6.9. Drivers must be able to speak fluent English.

2.6.10. Drivers must comply with all local, state, and federal regulations and licensing requirements.

2.7 CONTRACTOR EMPLOYEE CONDUCT: The following acts are not permissible by Contractor employees that provide services under this contract or while on VA premises.

2.7.1. Use of intoxicating liquors, narcotics, or controlled substances of any kind (excluding doctor's prescriptions that do not impair the driver's driving ability) while on duty or reporting for duty while under the influence of liquors, narcotics, or controlled substances of any kind (excluding doctors' prescriptions that do not impair the driver's driving ability).

2.7.2. Gambling while on duty in any form.

2.7.3. Smoking, vaping, and other uses of tobacco while on duty. Both patients and Contractors are prohibited from smoking in vehicles at any time. The smell and residual smoke may cause other patients who shall be riding in the vehicle to become ill.

2.7.4. Carrying of pistols, firearms, or concealed weapons.

2.7.5. Resorting to physical violence to settle a dispute with a fellow employee, customer(s), or the general public while on duty.

2.7.6. Use of loud, indecent, or profane language and/or making threatening or obscene gestures toward customers or other employees.

2.7.7. Stopping for personal business, including the excessive use of restroom facilities, while the vehicle is occupied by a passenger. The driver shall not leave the vehicle with the key in the ignition at any time.

2.7.8. Engaging a customer in a verbal confrontation in an attempt to settle a disagreement. Should a disagreement arise, the driver shall contact his dispatcher/supervisor via the radio system or cell phone (as per paragraph 2.1.10).

2.7.9. Soliciting or accepting money for any reason (including tips) from customers, companions, or others at any time.

2.7.10. Drivers who accumulate five (5) unrelated, substantiated complaints in a 12-month period shall be prohibited from providing any further services under this contract. The VA reserves the right to bar any driver from transporting VA beneficiaries should he/she violate any terms of this contract.

2.7.11. Communication via radio and/or cell phone, etc., from within any vehicle performing to meet the terms and conditions of this contract shall be in accordance with all applicable laws and regulations, policy, and, in all cases, must be conducted in a manner that does not jeopardize the safety of any person being transported.

2.8 DRIVER & ATTENDANT TRAINING REQUIREMENTS: Contractor personnel shall complete all required training before providing services under this contract. All training requirements shall be verified and accepted by the COR or authorized VA personnel.

2.8.1. Each employee shall complete four (4) hours of training in first aid (or show evidence of possessing American Red Cross First Aid Certificate) and shall successfully complete a refresher first aid course every two (2) years.

2.8.2. Drivers and attendants shall have successfully completed a minimum eight (8) hour training class in the techniques of transporting and assisting elderly, physically handicapped, and mentally challenged patients which shall include instruction in the following elements:

2.8.2.1. Training on characteristics of the aging process and major disabling conditions. Mandatory training requirements for drivers and attendants to ensure they understand the physical, cognitive, and emotional needs of elderly and disabled veterans. This requirement mandates that transportation providers demonstrate knowledge of how aging and specific disabilities affect passenger safety, mobility, and communication. Drivers must complete training that covers how to handle passengers with limitations, such as cognitive impairments (dementia/Alzheimer's), mobility issues (wheelchairs/scooters), or sensory losses (hearing/vision).

2.8.2.2. Training on common assistance devices used by elderly and handicapped patients.

2.8.2.3. Training on attitudes toward elderly, handicapped, or mentally challenged patients which includes the participation of elderly, handicapped, or mentally challenged patients.

2.8.2.4. Instruction in methods of handling wheelchairs.

2.8.2.5. Instruction in moving, lifting, and transferring patients.

2.8.2.6. Guidelines for transporting handicapped patients.

2.8.2.7. Instruction in the operation of lifts, ramps, and wheelchair securement devices.

2.8.3. Each employee shall be instructed in the use of a fire extinguisher, radio dispatch, vehicle ramp operations, wheelchair lift, and securement devices; and shall call 911 in a medical emergency or accident.

2.8.4. Each employee shall complete four (4) hours of classroom instruction in defensive driving and two (2) hours of abuse-prevention training.

2.8.5. The Contractor must have on file satisfactory evidence of the above training, evidence that the instructor is qualified to teach the above, and the certificates for instructor and trainee/driver for First Aid available for review and inspection by the VA.

2.8.6. A record of each employee's character and physical capability of performing the duties of a driver or attendant must be maintained and made available for inspection upon request.

2.8.7. Contractor must have on file satisfactory evidence of Sexual Harassment training for all employees providing services under this contract.

2.9 COMMUNICATION SYSTEM:

2.9.1. The Contractor shall maintain sufficient telephone capacity to ensure immediate communication access between the VA and the Contractor's facility for the purposes of conducting business in the performance of the contract.

2.9.2. The Contractor shall have telephone, facsimile and internet coverage to accept calls, faxes, emails and online internet requests from the VA seven (7) days a week, 24 hours a day to ensure there is immediate access and communication between VA personnel and the Contractor.

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

2.9.4. The Contractor shall provide the VA with the name and phone number of the person to contact in case of any issues or concerns with contract performance.

2.10 GLOBAL POSITIONING SYSTEM (GPS): All Vehicles shall be equipped with a GPS tracking system or another system that has the following capabilities:

2.10.1. Line Mapping – step-by-step directions.

2.10.2. Landmark Stop – gives you point-by-point directions with major landmarks.

2.10.3. Mileage – gives you the daily travel mileage from point to point daily.

2.10.4. Wait/Idle Time Tracking – gives you the time a vehicle spent waiting at a pickup location.

2.10.5. Record the vehicle speed while in motion for the duration of the trip.
2.10.6. Data must be exportable to the Government for the purpose of trip mileage and wait time verification. Data must be kept on file and readily available upon request for a duration of 6 months after the date of transport.

2.11 CERTIFICATION OF INSURANCE COVERAGE:
Within ten (10) days after the award of the contract, the Contractor shall furnish to the Contracting Officer a Certificate of Insurance containing bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence, $200,000 per person, and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage, and an endorsement to the effect that cancellation or any material change in the policies that adversely affect the interests of the Government shall not be effective unless a thirty (30) day written notice of cancellation or change is furnished to the Contracting Officer. The term "shall endeavor" is not acceptable as issued by the Insurance Carrier. At no point shall the Contractor be operating with less than the above insurance.

2.12 COMMERCIAL SCHEDULING AND TRACKING SOFTWARE:
The Contractor shall use the VA secure web-based software system, VetRide, or VetRide's successor system, to schedule, edit and track rides. VetRide, or its successor system, shall be used for dispatching, billing and reporting needs. Training and access will be made available after contract award. The Contractor shall use a secure web-based software system that supports order taking, trip editing, automated scheduling, dispatching, billing, and reporting. The Contractor shall furnish scheduling and tracking information to the VA upon request.

2.13 SEASONAL INFLUENZA PREVENTION PROGRAM:
Before the start of contract performance, and by November 30 of each year thereafter, all Contractor personnel providing services in VA locations where patients receive care and all personnel who come into

contact with VA patients must sign and submit to the VA the Health Care Personnel Influenza Vaccination Form (or equivalent) to indicate whether they have been vaccinated for influenza, provide necessary documentation if they have been vaccinated, and acknowledge that they have read, understood, and agree to comply with the requirement that in the absence of vaccination they will be expected to wear a face mask throughout the influenza season when in VA locations where patients receive care or when expected to come into contact with VA patients, including during transport.

Influenza vaccine is any FDA-approved, commercially available product recommended by the Centers of Disease Control and Prevention (CDC) for the prevention of influenza in a particular season. A face mask is a surgical mask worn over the nose and mouth. Fitted N95 respirators or other respirators are not required.

2.14 COVID-19 OR OTHER SIMILAR INFECTIOUS DISEASES:

2.14.1. Contractor shall not refuse transports of COVID-19 positive or other similarly infected patients.

2.14.2. Contractor shall abide by all additional procedures and precautions that may be implemented by the VA based on VA-issued guidance and/or CDC recommendations.

2.14.3. Contractor shall have a written policy of steps they will take to prevent the spread of COVID-19 or other similarly infectious diseases by their employees and/or vehicles.

3. TRANSPORTATION REQUEST:

3.1 TRANSPORTATION REQUEST: A transportation request is defined as one incidence for wheelchair transportation or sedan services by the VA to the Contractor and shall be one-way only. At the discretion of the VA, more than one patient may be transported per trip.

3.1.1. The Contractor may be required to provide an attendant for some transportation requests as deemed necessary by the VA.

3.1.2. All transportation requests will be submitted through VetRide, or its successor system, except “late add” requests, which may be transmitted another way, agreeable to both parties such as telephone, facsimile, internet, website, software, portal, in person, or other arrangements deemed tenable by both the VA and Contractor.

3.1.3. Only authorized VA personnel are authorized to place transportation requests or make changes to transportation requests. Non-authorized VA employees, patients, and private agencies (e.g., nursing homes) are not authorized to place transportation requests. Should the Contractor provide transportation scheduled by anyone not authorized to do so, the VA will not be responsible for payment for that trip.

3.1.4. For each ride, the Contractor will be given the patient’s name, phone number, medical facility appointment time, pick-up address, attendant or caregiver/escort information (if applicable), drop-off address, and any other applicable details (e.g., specific clinic, ward, room number, etc.).

3.1.5. Contractor will be expected to calculate the actual veteran patient’s pick-up time after being provided with the veteran's medical appointment time and location. These calculations may account for weather, traffic, distance, and other factors; however, the guidelines in paragraph 4 in reference to drop-off times must be adhered to.

3.1.6. VAH authorized personnel shall provide written, telephone, facsimile, internet, website, software, portal, in person, or other transportation requests to the Contractor for next-day transportation requirements with the final manifests submitted by 7:00 PM.

3.1.7. Telephonic transportation requests will be confirmed in writing by the Contractor in the Amended Order Manifest.

3.1.8. The Madison VA Travel Office shall maintain a transportation order manifest for all transportation requests.

3.1.9. The government anticipates the majority of the transportation services will be required between 6:30 AM and 7:00 PM, Monday through Friday.

3.1.10. Scheduled trips are those which the Contractor has been given advance notice defined as notice given by 7:00 PM the day prior to pick-up for required services and a specific pick-up time.

3.1.11. Changes shall be annotated in the Amended Order Manifest.

3.1.12. Patients waiting for return transportation (departing from a respective facility to the veteran's drop-off point, e.g., residence) shall be picked up no later than one hour of notification. Patients classified as "Companion Required" shall be picked up no later than 30 minutes of notification.

3.2 SAME DAY TRANSPORTATION REQUEST: During the course of the day, it may become necessary to add patients to the daily manifest. When this occurs, the VA shall notify the Contractor via fax, telephone, or electronically. The VA and Contractor shall agree on a reasonable pick-up time taking factors such as appointment times, distance, time of day, etc., into consideration.

The VAH Transport Office shall maintain a log for all same-day trips (including weekends and holidays) which shall include the patient's name, location/destination, time of call, and requested pick-up time. The Contractor shall immediately confirm the request and confirm the time the patient will be picked up.

4. PICK-UP AND DELIVERY: The medical appointment times determine when the Veteran is picked up. Medical appointment times are identified by the VAH Transport Office at the time the order is placed. The Contractor determines the scheduled pick-up time, and this must be communicated to the patient and made available to the VA upon request.

For pick-ups, the Contractor can arrive up to 15 minutes before a scheduled pick-up time to 15 minutes after the scheduled pick-up time and still be considered on time. Patients must be dropped off at the scheduled drop-off locations (as designated by the facility) no earlier than 45 minutes before and no later than 15 minutes prior to the scheduled medical appointment. Contractor must notify VAH Transport Office if the patient is running late to a medical appointment.

4.1 CANCELLATIONS: The Government reserves the right to cancel any patient pick-up due to late Contractor response time (late defined as 30 minutes) after the specified pick-up time at no additional cost to the Government. The Government may either reschedule the pick-up for another time or employ the services of another firm, contracted or non-contracted, for same-day service. The Contractor may be responsible for all additional costs incurred by the Government if another firm is utilized. In the event of a cancellation due to contractor delay, the Contractor shall submit a detailed, written report within 24 hours documenting the cause of the delay, the efforts made to mitigate it, and corrective actions taken to prevent recurrence.

4.1.1. The Contractor shall not charge for scheduled trips canceled at least sixty (60) minutes prior to pick-up time. In the event that cancellation is made at least 60 minutes prior, but due to the long distance associated with the pick-up, the vehicle has already been dispatched, the cancellation will be treated as a "No Load" (per section 4.1.2).

4.1.2. A "No Load" is defined as a trip where no passengers were loaded or transported due to no fault of the Contractor (Veteran patient no-show, refusal to transport, etc.). All instances of a "No Load" will be

documented by the Contractor and emailed to the VAH Transport Office no later than the next business day after the scheduled transport. In instances where the Contractor is at a Veteran's residence and makes contact with the Veteran, and the Veteran states they do not have an appointment, the Contractor shall contact the VAH Transport Office or AOD. This will allow the VA to verify if the Veteran does have a scheduled appointment and give the Veteran a second chance at accepting the ride.

4.1.3. The Contractor must annotate a "No Load" on the invoice and document the reason for the "No Load." Invoicing for "No Loads" is as follows:

4.1.3.1. If the Contractor vehicle is no loaded at the Middleton VA Hospital (e.g., patient will not be ready for transport for an hour or more), the Contractor shall invoice the applicable one-way base rate only. No mileage shall be invoiced.

4.1.3.2. If no-loaded elsewhere, other than the VA Hospital, the Contractor will invoice the applicable base rate only. No mileage shall be invoiced.

4.1.3.3. The Government shall not pay mileage for any "no-load" trips.

4.2 SERVICE DISRUPTION: The Contractor shall immediately report any and all vehicle breakdowns or other problems that may cause service disruptions to the VA. When breakdowns occur, the Contractor shall provide a backup vehicle to minimize any delay or inconvenience to the customer(s). When conditions neither foreseeable nor controllable by the Contractor occur, such as severe storms, flooding, hazardous road and travel conditions, time, and distance requirements, they shall be considered secondary to safety precautions. Delays or exceptions to the required quality of services shall be reported to the VA.

4.3 INCIDENT REPORTING: Contractor shall immediately report all medical incidents and accidents, including those where there is no apparent injury to the patient, to the VAH Mobility Manager. The Contractor shall provide a written report documenting the facts of the incident/accident to the VAH Mobility Manager within 24 hours of the occurrence. The written report shall include the names, addresses, and telephone numbers of any witnesses as well as any applicable police reports. Any accident involving major damage, serious personal injury, or loss of life shall be reported to the VAH Mobility Manager. Records shall be kept for three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service.

4.3.1. Driver will not detour or stop for personal trips requested by patients (i.e., store, pick-up laundry, etc.). The Contractor shall not be held liable for nonperformance caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. The Contractor MUST notify the VA with as much advance notice as possible should any of these occur.

5. NUMBER OF PATIENTS: At the discretion of the VA or the Contractor, more than one patient may be transported per trip. Generally, up to two patients may be transported on one trip, however, no more than the number authorized by the State in which they are operating. The VA shall allow the Contractor to charge for two base rates (wheelchair or sedan) when more than one patient is transported. The Contractor shall charge mileage for the higher mileage trip. The Contractor shall ensure that pick-ups and drop-offs are scheduled so that the total distance traveled results in the most economical charge to the Government. One family member or caregiver who is at least 18 years of age will be permitted to accompany the patient at no charge.

6. RATES:

6.1 TRIP CHARGES: This section applies to loaded (patient onboard) services only.

6.1.1. For all one-way trips within 30 miles from the pick-up location, the Contractor shall receive the base rate awarded for that trip. The Contractor shall also receive the mileage charge in addition to the base rate for any one-way trips in excess of 30 miles. In no event shall the Contractor receive reimbursement for the mileage charge for any mileage under 30 miles.

6.1.2. The Contractor shall ensure that pick-ups and drop-offs are scheduled so that the total distance traveled results in the most economical charge to the Government. Payment for mileage traveled beyond the first 30 miles of the transport, to or from the point of care, shall be limited to the VA's calculated trip mileage according to the accepted VA method. The accepted VA method for calculated trip mileage is currently Bing Maps. The Government will notify the Contractor if the accepted VA method changes. See the Price/Cost Schedule for the estimated annual quantity of mileage in excess of the 30 miles included in the Base Rates. Base rate charge is inclusive of tolls, parking, and airport fees.

6.1.3. Mileage shall be rounded up to the nearest whole mile.

6.2 WAITING TIME: Rates shall include one half-hour of waiting time at either end or both ends of a trip. Waiting time will begin at the actual point of pick-up, i.e., on the ward, at the clinic, or at the patient's residence. Billable waiting time accrues when the Contractor has been present at the pick-up location for more than 30 minutes beyond the initial pick-up time. The Contractor will be reimbursed at the rate indicated per quarter-hour, in excess of the initial one-half hour allowed. Anytime the Contractor anticipates a delay for which he/she expects to claim reimbursement, the Contractor must call the VAH Transport Office and advise that a delay is anticipated and the approximate time of such delay for which he/she expects to claim reimbursement. This call is only for the purpose of verifying his/her arrival time at the pick-up or drop-off point and is not necessary if the Contractor anticipates no delay for which he/she will claim reimbursement. However, if prior notification has been given to the Contractor that waiting time in excess of the initial 30 minutes will be required, the Contractor is not obligated to call for verification. The Contractor shall be responsible for all costs incurred in verifying waiting time charges.

7. COMPLAINTS HANDLING: The VAH Mobility Manager shall monitor the service provided. The Contractor shall cooperate with the VAH Mobility Manager in providing information and answering questions related to any and all incidents. All complaints received by the VAH Mobility Manager and forwarded to the Contractor shall be investigated promptly. After investigation and disposition, the Contractor shall respond to the VAH Mobility Manager in writing within three (3) business days after receipt by the Contractor. The Contractor's report to the VA shall include the steps taken for corrective action.

8. QUALITY CONTROL PROGRAM: The Contractor shall comply with their approved Quality Control Plan (QCP) to assure that the requirements of this contract are provided as specified. The Contractor shall also comply with their approved management plan. The Contractor shall furnish records if requested by the Contracting Officer or COR. The Contractor's QCP shall include, at a minimum, the following:

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

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

8.3. The QCP shall have on-site records of all inspections conducted by the Contractor and corrective action taken.

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

8.5. A description of the company's system for maintaining records of all incidents, investigations, and specific steps taken for corrective actions.

9. INVOICING: An itemized invoice shall be submitted electronically through Vetride, or its successor system, by the first workday of each week for the trips executed and "No Loads" approved for the prior week. Invoices shall include the following information:

9.1. Cover sheet with gross totals for the week, including:

9.1.1. Contract Number

9.1.2. Purchase Order (PO) Number

9.1.3. Period of Performance

9.1.4. Aggregate quantities of each line item invoiced (i.e., total number of sedan base rates, total sedan mileage, etc.)

9.2. Itemized trip information for every trip, including:

9.2.1. Patient's Name

9.2.2. Date

9.2.3. Pickup Location

9.2.4. Destination

9.2.5. Vehicle Class (Ambulatory Sedan / Wheelchair Van)

9.2.6. Scheduled Pickup Time (provided upon request)

9.2.7. Actual Pickup Time (provided upon request)

9.2.8. Waiting Time Charges

9.2.9. Cancelation / "No Load" Charges with reasons

9.2.10. Total Trip Cost

9.2.11. Explanation of any charges associated with "No Loads" or wait time

9.2.12. How the order was received (e.g., daily transportation manifest, same day call-in, fax, VETRIDE)

9.3. A week is considered from Sunday through Saturday.

9.4. Invoices will be submitted through Vetride or its successor system.

10. COMMUNICATION WITH VA: The VA will have primary points of contact for various issues that may arise. Conversely, the Contractor shall have representatives at the same level or higher to promote open communication 24 hours a day, 7 days a week. Examples of communication with the following VA personnel include:

10.1. Contracting Officer's Representative (COR): Appointed in writing upon contract award. Assists in the technical monitoring and administration of the contract. The COR will coordinate and track required TMS training and is the primary recipient of any records and reports submitted by the Contractor.

10.2. VAH Mobility Manager: Handles daily operational issues (e.g., dealing with patient safety, invoicing questions, law enforcement issues).

10.3. Transportation Coordinators (AODs for after duty hours): Resolves scheduling conflicts, no shows, and cancellations, and provides assistance with any transportation issues during any transport (e.g., flat tire, no load, seatbelt refusal).

10.4. Contracting Officer: Handles contractual matters and is the only person authorized to change the terms and conditions of the contract.

10.5. Authorized VA Personnel: Responsible for one-way communication involving placing, canceling, or changing transportation requests.

11. PATIENT WELFARE AND ABUSE:

11.1. The Contractor shall be responsible for patient welfare during the transport of patients to or from the Madison VA Hospital. Drivers shall secure all patients and passengers with approved security devices before transport. The Contractor shall ensure that the patient's belongings are properly accounted for and delivered with the patient. The Government expects the successful quoter to exercise extreme caution and care in handling patients. Any abuse of patients shall be grounds for default action or termination of the contract.

11.2. The VA reserves the right to bar any driver from transporting VA beneficiaries if he/she violates any terms of this contract.

11.3. The Contractor's driver is only required to restrain a patient with seatbelts and/or wheelchair tie-downs. The driver shall immediately contact the VA Transport Office and Contractor's dispatcher if there are any disturbances involving the patient. When necessary, the driver shall contact the local police department for immediate assistance.

12. PRIVACY TRAINING & INFORMATION SECURITY: All personnel providing services under this contract shall complete privacy training within the first 30 days of the contract. The COR will notify the Contractor when training is scheduled. All trip tickets, printed material, and electronic data shall be kept secure. All paper documents, trip tickets, spreadsheets, etc. created will be shredded before disposal or returned to the VA Travel Benefits Office.

13. EMERGENCY PREPAREDNESS PLAN: During a disaster/emergency situation, the Contractor shall continue to provide wheelchair van services IAW the contract requirements. A Disaster/emergency situation will be determined by the Medical Center Director when patient evacuation is required. If the Contractor is required to conduct multiple evacuations, surge capacity service is limited by the total number of vehicles available under the contract.

14. PERFORMANCE STANDARDS: The Contractor shall maintain performance standards in accordance with the Minimum Performance Standards table below:

14.1. Drivers shall be appropriately attired in accordance with 2.6.5 above.

14.2. Driver shall ensure the patient is completely secured (fastened seat belts) before transport in accordance with section 2.2.

14.3. Contractor shall immediately notify the VA of any vehicle breakdowns or other problems that can result in service disruption.

14.4. Contractor's performance shall comply with all federal, state, and local laws, including Department of Transportation, 49 CFR, and Parts 27, 37, 38, 571 and VA standards.
Minimum Performance Standards:

Task	PWS Reference	Standard	Acceptable Quality Level	Method of Surveillance
Pick up and transport of patients	4	Patients must be dropped off at the scheduled drop-off locations (as designated by the facility) no earlier than 45 minutes before and no later than 15 minutes prior to the scheduled medical appointment.	95% per quarterly reporting period	Monthly review of confirmation messages to veterans who received transportation services
Complaints Handling	7	All complaints received by the Mobility Manager will be forwarded to the COR/Alternate COR and the Contractor. All complaints shall be investigated promptly, and a written response by the Contractor within three (3) business days.	95%	Review all complaints to verify responses received within the prescribed time period.
Trip Charges	6.1.1	Pick-ups and drop-offs must result in the most economical charge to the Government.	95% per quarterly billing period	Review of 10 billed trips monthly using the currently accepted method.
Incident Reporting	4.2	The Contractor shall immediately report all accidents and incidents (including those without visible injuries), vehicle breakdowns, and other service disruptions to the VAH Mobility Manager.	95% per quarterly reporting period	Review of all incidents and reports to ensure they are reported within the prescribed time periods.
Scheduling Errors	3.1.2	All rides must be scheduled in accordance with the final daily manifest.	No more than 15 errors per month	Review any scheduling errors complaints and incidents.
Cancellations due to late arrival.	4.1	The Government reserves the right to cancel any patient pick-up due to late Contractor response time (late defined as 30 minutes) after the specified pick-up time at no additional cost to the Government.	98% per quarterly billing period	Review of all incidents and reports.

15. CONFIDENTIALITY OF PATIENT INFORMATION AND PHYSICAL SECURITY: The Contractor shall ensure the confidentiality and security of all patient information and shall be liable for any breach of confidentiality. The Contractor shall comply with the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), Confidentiality of Certain Medical Records (38 U.S.C. 7332), Confidentiality of Medical Quality-Assurance Records (38 U.S.C. 5705), Confidential Nature of Claims (38 U.S.C. 5701), Public Law 104-191, C.F.R. Parts 45, 160, 162, and 164 (Health Insurance Portability and Accountability Act). Failure to comply with statutes regarding confidentiality and security of patient health information/individually identifiable information may result in financial sanctions.

15.1. All patient charts and records transported with the patient are confidential and shall remain intact and secured.

15.2. A Business Associate Agreement is required for this contract; the successful quoter shall sign this agreement before the award.

16. PERIOD AND PLACE OF PERFORMANCE:

16.1. This contract shall have a five-year ordering period, effective 07/01/2026 through 06/30/2031.

Priced Period 1: 07/01/2026 – 06/30/2027
Priced Period 2: 07/01/2027 - 06/30/2028
Priced Period 3: 07/01/2028 - 06/30/2029
Priced Period 4: 07/01/2029 - 06/30/2030
Priced Period 5: 07/01/2030 - 06/30/2031

16.2. The place of performance primarily includes the William S. Middleton Memorial VA Hospital in Madison, WI, and associated Clinics/CBOCs.

List of specific facility locations under this contract:

Facility	Address	Phone	Hours
William S. Middleton Memorial VA Hospital	2500 Overlook Terrace, Madison, WI 53705	608-308-3422	24/7
Madison East VA Clinic	4904 Eastpark Blvd., Madison, WI 53718	608-240-3000	Mon-Fri 7:00 a.m. – 4:45 p.m.
Madison West VA Clinic	1 Science Court, Madison, WI 53711	608-284-6360	Mon-Fri 7:00 a.m. – 4:45 p.m.
Baraboo CBOC	1670 South Bldg, Baraboo, WI 53913	608-356-9318	Mon-Fri 7:00 a.m. – 4:30 p.m.
Beaver Dam CBOC	215 Corporate Drive, Suite D Beaver Dam, WI 53916	920-356-9415	Mon-Fri 7:00 a.m. – 4:45 p.m.
Janesville CBOC	1141 Black Bridge Road Janesville, WI 53545	608-758-9300	Mon-Fri 7:00 a.m. – 4:45 p.m.
Freeport CBOC	750 Kiwanis Drive, Suite 250 Freeport, IL 61032	815-235-4811	Mon-Fri 7:00 a.m. – 4:30 p.m.
Rockford CBOC	816 Featherstone Road Rockford, IL 61107	815-227-0081	Mon-Fri 7:00 a.m. – 4:45 p.m.

Additional Community-Based Outpatient Clinics (CBOCs) and other facilities within VISN 12 as necessary. Occasional non-VA medical facilities as authorized by VA.

16.3. Occasional transports may be required in other areas within the region, including other VA Medical Centers within VISN 12 and locations in Wisconsin, the Upper Peninsula of Michigan, eastern Minnesota, and northern Illinois.

16.4 Service shall be performed on holidays and after hours.

16.5 Federal Holidays include:

a. New Year's Day;
b. Birthday of Martin Luther King, Jr.;
c. Washington's Birthday;
d. Memorial Day;
e. Juneteenth National Independence Day;

f. Independence Day;
g. Labor Day;
h. Columbus Day;
i. Veterans Day;
j. Thanksgiving Day;
k. Christmas Day;

Additionally, any other day designated as a national holiday by the President of the United States.

Appendix I: Quantity and Frequency Chart:

All estimated quantities provided herein are projections derived from historical usage data and are intended for planning purposes only. The items listed below are provided for scoping purposes; however, the VA reserves the right to select only a subset of these items for inclusion in the final price schedule, or to omit items entirely. Only Line Items listed in the Section B Price Schedule are priced and evaluated for award.

Description	Estimated Annual Total	Unit
Ambulatory Sedan Base Fare (first 30 miles)	2100	Trip
Wheelchair Van Base Fare (first 30 miles)	900	Trip
Ambulatory Sedan Flat Per-Mile Rate (over 30 miles)	167,025	Mile
Wheelchair Van Flat Per-Mile Rate (over 30 miles)	71,500	Mile
Wait Time (First 30 minutes Free, then 15-minute increments)	125	Each
After Hours Trips	50	Trip
Holiday Trips	50	Trip
No-Load Trips Over 75 Miles	25	Trip
Attendant Required	25	EA

Appendix II: DEFINITIONS AND ACRONYMS: Medical facility – any location where healthcare is provided to include VA and non-VA medical facilities and clinics.

AOD – Administrative Officer of the Day
CBOC – Community-Based Outpatient Clinic (VA)
CDC – Centers for Disease Control and Prevention
CFR – Code of Federal Regulations
CO – Contracting Officer
COR – Contracting Officer's Representative
CPM – Contract Program Manager
DOT – Department of Transportation
FDA – U.S. Food and Drug Administration
FEDMED – Federal Medical (in ref. to Federal Medical Card)
GPS – Global Positioning System
IAW – In Accordance With
ID – Identification
IDIQ – Indefinite Delivery/Indefinite Quantity
IQC – Indefinite Quantity Contract
IT – Information Technology
PO – Purchase Order
PSC – State Public Service Commission
PWS – Performance Work Statement

QCP – Quality Control Plan
VA – Department of Veterans Affairs, including authorized VA personnel (e.g., Mobility Manager, COR, CO, AOD)
VAH – VA Medical Center
VETRIDE – VA-provided digital scheduling/ordering program
VIN – Vehicle Identification Number

SECTION C - SOLICITATION PROVISIONS

C.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025)

C.2 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Eligibility: This procurement will be conducted as a 100% small business set-aside acquisition and is open to all responsible small business sources. See 52.212-2 Evaluation for basis of award.

Submission of Quotes: Quoters shall submit a complete quote in response to this solicitation. Quotes shall be clear, concise, and limited to only the information required below. The Government intends to evaluate quotes and make award without exchanges; therefore, quoters are encouraged to submit their best terms initially.

Email quotes to Contracting Officer Scott Sands (scott.sands2@va.gov) by the solicitation due date. Please keep submission files compact. Limit graphics and ensure file sizes are kept to a minimum to ensure successful submission.

VA incoming email size is limited to 7 MB (including attachments). If your response exceeds 7 MB, please split it into multiple emails. The VA is not responsible for late submissions due to undelivered emails exceeding this limit.

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUESTED IN THIS SECTION MAY RESULT IN YOUR QUOTE BEING EXCLUDED FROM FURTHER CONSIDERATION FOR AWARD.

As part of their quote, quoters shall submit the following information:

1. **File 1: Experience.** Quoter shall demonstrate a minimum of three (3) years' experience providing Non-Emergency Medical Transportation services to medical patients. Quoters shall submit a description of relevant experience performing services of similar size, scope, and complexity to the requirements described in the Performance Work Statement (PWS).

   The description shall include:
   - Contract or project title
   - Brief description of services performed
   - Period of performance
   - Customer name (Government or commercial)

   Quoters are encouraged to submit up to five (5) contracts/projects that demonstrate their capabilities and are relevant in size, scope, and complexity to the requirements described in the Performance Work Statement (PWS).

2. **File 2: Past Performance.** Quoters shall provide references for recent and relevant contracts identified under the Experience factor.

   For each reference, provide:
   - Contract number (if applicable)

- Customer name and organization
- Point of contact (name, phone number, and email)
- Brief description of services performed

The Government may use information obtained from these references, the Contractor Performance Assessment Reporting System (CPARS), and other sources. Quoters are encouraged to submit up to five (5) references.

3. **File 3: Management Plan.** Quoters shall provide documentation sufficient to demonstrate compliance with the following requirements:

File 3a. Quoter shall submit a management plan identifying the proposed fleet size (number of wheelchair vans and ambulatory sedans allocated to this contract) that complies with the requirements in the PWS and specifies the basis for determining the fleet size. Proposed fleet size shall account for same day transportation requests outlined in the PWS. Demonstration of this ability should include at least one of the following, or similar: Bills of Sale, leases, negotiated purchase agreements and/or leasing agreements conditioned upon award of contract. Mere statements of intent on purchasing vehicles or entering leases may be considered unacceptable.

File 3b. Quoter shall submit a plan to ensure on-time pickup and drop-off that complies with the PWS. Preference may be given to quoters that have an established fleet and/or staging facilities near the William S Middleton VA Hospital or multiple facilities within the service area.

File 3c. Quoter shall submit a hiring plan to provide drivers and sufficient attendants to operate a fleet that complies with the PWS and all local, state, and federal regulations. Demonstration of this ability may include the following: roster of current employee drivers (PII redacted), roster of subcontracted drivers (PII redacted), negotiated employment or subcontracting agreements conditioned upon award of contract, or planned job fairs and advertising methods to fill vacancies. Mere statements of intent to solicit or hire drivers without supporting details may be considered unacceptable.

File 3d. Quoter shall submit a training plan to ensure drivers and attendants comply with the training requirements within the PWS. Quoters shall demonstrate an ability to provide the required training to all drivers and attendants. Special attention shall be paid to ensure all training requirements in the PWS are covered.

File 3e. Quoter shall submit a plan that demonstrates that there will be no disruption in services that comply with the PWS. The plan should include evidence of a pool of back up drivers and vehicles that can be mobilized on short notice, or any other information that reasonably demonstrates to the VA that the quoter has a plan to provide backup services.

File 3f. Quoter shall submit a communication plan that demonstrates continuous communication with VA personnel in accordance with the PWS.

File 3g. Quoter shall submit their written policy of steps they will take to prevent the spread of infectious diseases by their employees and/or vehicles. This policy shall, at a minimum, include procedures of screening drivers before each shift, deliberate decontamination of their vehicles, and all other preventative precautions taken by contractor employees.

Failure to provide sufficient documentation may result in the quote being determined Unacceptable and ineligible for award.

4. **File 4: Quality Control Plan.** Quoter shall submit a Quality Control Plan (QCP) that, at a minimum, addresses all points in PWS Section 8. Preference may be given to innovative approaches.

   Additionally, the company's intended commercial GPS system shall be provided and in compliance with PWS section 2.10.

5. **File 5: Price.** Quoters shall provide firm-fixed unit pricing for all line items listed in the Price Schedule. Pricing shall be provided for all five 1-year priced periods; the entire price schedule shall be filled out. If the Price Schedule is not completed entirely, or the quoter indicates additional/variable pricing fees, the entire quote **may** be considered unacceptable, and the quoter could be ineligible for award.

   ***In addition to the files above, quoters shall ensure that the following tasks are completed/submitted:**

   - SF 1449 with completed blocks 17a, 30a, 30b, and 30c on Page 1
   - Fill in Contractor Information of Page 2
   - Acknowledgement of Amendments on Page 2, if applicable
   - Completed Price Schedule (Complete for all periods of performance)
   - Complete/Return the BAA attachment
   - Complete C.6 Fill-ins for 52.209-7
   - Complete C.7 Fill-ins for 52.219-1

Important Notice: The Government, in its sole discretion, may award a contract from the quotes received in response to this Solicitation, issue a new Solicitation, or cancel this Solicitation without reissue.

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:

C.3 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):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
http://www.va.gov/oal/library/vaar/index.asp

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION NOV 2025)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION SEP 2025)	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

C.4 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025)

(a) Evaluation factors. 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 will be used to evaluate offers:

See 52.212-2 addendum (C.5)

(b) Options (if applicable). 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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer 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)

C.5 ADDENDUM TO 52.212-2 EVALUATION —COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Basis for Award: The Government will award a contract, resulting from this solicitation to the responsible quoter whose quote represents best value to the Government, considering the following

evaluation factors: (1) Company Experience, (2) Past Performance, (3) Management Plan, (4) Quality Control Plan, and (5) Price.

The Government will use a comparative evaluation process to assess quotes. Quotes will not be assigned numerical scores but will be evaluated relative to one another to determine which provides best overall value.

Only quotes determined technically acceptable will be eligible for award consideration.

Company Experience, Past Performance, Management Plan, Quality Control Plan, and Price are of equal importance in the Government's best value tradeoff decision. The Government may select a higher-priced quote if it determines that the additional value provided by a quoter's Experience, Past Performance, Management Plan, or Quality Control Plan warrants the additional cost.

The Government intends to evaluate quotes and make award without exchanges with quoters. Therefore, quoters are encouraged to submit their best terms initially.

The Following Factors Shall be used to Evaluate Quotations:

1). Experience: The Government will evaluate the extent to which the quoter demonstrates relevant experience performing services of a similar size, scope, and complexity to the requirements described in the Performance Work Statement (PWS).

Quoter shall demonstrate a minimum of three (3) years' experience providing Non-Emergency Medical Transportation (NEMT) services to medical patients. Demonstration of this ability shall include evidence of previous contracts that appear to be of similar scope and size and may include business references or similar. Preference may be given for experience which exceeds the minimum number of years' experience required. For Joint Ventures, at least one of the ventures shall have a minimum of three (3) years' experience providing NEMT services to medical patients. Subcontractor experience may be considered.

The Government will consider the breadth, depth, and relevance of the quoter's experience in performing similar efforts. Greater consideration may be given to experience that is more recent, relevant, and similar in scope and complexity.

2). Past Performance: The Government will evaluate the quality of the quoter's past performance history/records. Past performance information may be obtained from references provided by the quoter, Contractor Performance Assessment Reporting System (CPARS), and other sources available to the Government.

The Government will assess the degree of confidence that the quoter will successfully perform the required effort based on past performance.

In the case of a quoter without a record of relevant past performance or for whom information is not available, the quoter will not be evaluated favorably or unfavorably on past performance and will receive a "Neutral" confidence rating.

3). Management Plan:

3.3a Quoter shall submit a management plan identifying the proposed fleet size (number of wheelchair vans and ambulatory sedans allocated to this contract) that complies with the requirements in the PWS and specifies the basis for determining the fleet size. Proposed fleet size shall account for same day transportation requests outlined in the PWS. Demonstration of this ability should include at least one of the following, or similar: Bills of Sale, leases, negotiated purchase agreements and/or leasing agreements conditioned upon award of contract. Mere statements of intent on purchasing vehicles or entering leases may be considered unacceptable. Quoters will be evaluated on their demonstrated ability to provide a fleet and basis for the size of the fleet proposed.

3.3b Quoter shall submit a plan to ensure on-time pickup and drop-off that complies with the PWS. Preference may be given to quoters that have an established fleet and/or staging facilities near the William S Middleton VA Hospital or multiple facilities within the service area.

3.3c Quoter shall submit a hiring plan to provide drivers and sufficient attendants to operate a fleet that complies with the PWS and all local, state, and federal regulations. Demonstration of this ability may include the following: roster of current employee drivers (PII redacted), roster of subcontracted drivers (PII redacted), negotiated employment or subcontracting agreements conditioned upon award of contract, or planned job fairs and advertising methods to fill vacancies. Mere statements of intent to solicit or hire drivers without supporting details may be considered unacceptable. Quoters will be evaluated on their demonstrated ability to provide the required drivers and attendants.

3.3d Quoter shall submit a training plan to ensure drivers and attendants comply with the training requirements within the PWS. Quoters shall demonstrate an ability to provide the required training to all drivers and attendants. Special attention shall be paid to ensure all training requirements in the PWS are covered.

3.3e Quoter shall submit a plan that demonstrates that there will be no disruption in services that comply with the PWS. The plan should include evidence of a pool of back up drivers and vehicles that can be mobilized on short notice, or any other information that reasonably demonstrates to the VA that the quoter has a plan to provide backup services. Quoters will be evaluated on their proposed approach to minimizing disruptions.

3.3f Quoter shall submit a communication plan that demonstrates continuous communication with VA personnel in accordance with the PWS. Quoters will be evaluated on their demonstrated ability to provide immediate access and communication.

3.3g Quoter shall submit their written policy of steps they will take to prevent the spread of infectious diseases by their employees and/or vehicles. This policy shall, at a minimum, include procedures of screening drivers before each shift, deliberate decontamination of their vehicles, and all other preventative precautions taken by contractor employees.

4). Quality Control Plan: Quoter shall submit a Quality Control Plan (QCP) that, at a minimum, addresses all points in PWS Section 8. Preference may be given to innovative approaches.

Additionally, the company's intended commercial GPS system shall be provided and in compliance with PWS section 2.10.

5). Price: The Government will evaluate price for reasonableness in accordance with simplified acquisition procedures. The total evaluated price will be used for award purposes.

The Government may compare quoted prices among quoters and/or to historical prices, Independent Government Cost Estimates, or other relevant information to determine reasonableness.

Options may be exercised in accordance with FAR 52.217-8, Option to Extend Services, for a period not to exceed six (6) months. For evaluation purposes, the Government will assume that any options exercised under FAR 52.217-8 will be performed at the rates established under the current Task Order period. Evaluation of options is for the purpose of determining the total potential cost to the Government and does not obligate the Government to exercise any option.

*****Additionally, quoters must complete and submit the items below. Failure to do so may result in your quote being deemed unacceptable and excluded from award consideration.**

- SF 1449 with completed blocks 17a, 30a, 30b, and 30c on Page 1
- Fill in Contractor Information of Page 2
- Acknowledgement of Amendments on Page 2, if applicable
- Completed Price Schedule (Complete for all periods of performance)
- Complete/Return the BAA attachment
- Complete C.6 Fill-ins for 52.209-7
- Complete C.7 Fill-ins for 52.219-1

C.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION NOV 2025)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

C.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024) (DEVIATION NOV 2025)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

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 the size standard in paragraph (b) of this provision.

(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, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by 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

(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 paragraph (1) of this definition.

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) The North American Industry Classification System (NAICS) code for this acquisition is 485991.

(2) The small business size standard is $19 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations*.

(1) 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) [*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 disadvantaged business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer 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:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer 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:* _____.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 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 must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

C.8 52.233-2 SERVICE OF PROTEST (SEP 2006) (DEVIATION NOV 2025)

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:

Scott Sands
Contracting Officer

Hand-Carried Address:
Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476

Mailing Address:
Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476

(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)

C.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

SECTION D - CONTRACT CLAUSES

D.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (REFERENCED) (NOV 2023) (DEVIATION OCT 2025)

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
http://www.va.gov/oal/library/vaar/index.asp

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION NOV 2025)	OCT 2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION NOV 2025)	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION NOV 2025)	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION NOV 2025)	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION NOV 2025)	NOV 2020
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION NOV 2025)	JAN 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION NOV 2025)	OCT 2022
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION NOV 2025)	JAN 2025
52.222-3	CONVICT LABOR (DEVIATION NOV 2025)	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION NOV 2025)	JUN 2020
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION NOV 2025)	JUN 2020

52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION NOV 2025)	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION NOV 2025)	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION NOV 2025)	AUG 2018
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION NOV 2025)	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION NOV 2025)	NOV 2021
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION NOV 2025)	JAN 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION NOV 2025)	JAN 2022
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION NOV 2025)	JAN 2022
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION NOV 2025)	MAY 2024
52.224-3	PRIVACY TRAINING ALTERNATE I	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION SEP 2025)	FEB 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD (DEVIATION NOV 2025)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION NOV 2025)	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION FEB 2026)	MAY 2020
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I	FEB 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION)	APR 2025
852.228-71	INDEMNIFICATION AND INSURANCE	MAR 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

D.3 CL-120 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)

D.4 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 07/01/2026 through 06/30/2031. FAR 52.217-8 may be exercised for no more than six months. If FAR 52.217-8 is exercised for the full six months, the final ordering POP would be 12/31/2031.

(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)

D.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

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

(1) Any order for a single item in excess of $1,000,000.00.

(2) Any order for a combination of items in excess of $2,000,000.00; or

(3) A series of orders from the same ordering office within five 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)

D.6 52.216-22 INDEFINITE QUANTITY (OCT 1995) (DEVIATION NOV 2025)

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order

options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 06/30/2031 unless an option to extend services is exercised IAW FAR 52.217-8.

(End of Clause)

D.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

D.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Ambulance Driver	WG-4 $21.59 + 30% Fringe Benefits
Taxi Driver	WG-1 $16.88 + 30% Fringe Benefits

(End of Clause)

D.9 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION NOV 2025)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) 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) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists*.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f)*Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this

clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

D.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" next to the date of the clause.

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" within the name of the regulation.

(End of Clause)

D.11 VAAR 852.204-72 PERSONAL VETTING AND CREDENTIALING (MARCH 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) General. Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm

(c) Risk and Sensitivity Levels. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract.

Positions/Tasks Designated as Non-Sensitive Positions - Tier 1/Low Risk
Task 1 – All tasks for NEMT services are considered Tier 1 /Low risk.
Positions/Tasks Designated as Non-Sensitive Positions - Tier 2/Mod Risk
N/A
Positions/Tasks Designated as Non-Sensitive Positions - Tier 4/High Risk
N/A

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a

security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: [Not Applicable]

Tier 5: [Not Applicable]

(d) Fitness. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract.

The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) Identification Cards. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.

2. Upon completion of the Contractor/subcontractor employee's employment.

3. Upon contract completion or termination.

(f) Lost/stolen. Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) Regular Reporting. The Contractor shall submit a status report to PIV.

Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.

2. Name of VA facility where Contractor/subcontractor employee works, if applicable.

3. Date background check submitted for Contractor/subcontractor employee.

4. Date PIV/identification card issued to Contractor/subcontractor employee.

5. Contractor/subcontractor employee's PIV/identification card number, as applicable.

6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.

7. Date Contractor notified VA that PIV/identification card is no longer required.

8. Date Contractor returned PIV/identification card was returned to VA.

(h) Flow down of clause. The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of clause)

SECTION E - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

https://sam.gov/wage-determinations

See attached document: P07 - Winnebago County IL WD 2015-5029 Rev-27 Dated 12.03.2025.

See attached document: P07 - Dane County WI WD 2015-4897 Rev-30 Dated 12.03.2025.

See attached document: P07 - Rock County WI WD 2015-4895 Rev-29 Dated 12.03.2025.

See attached document: P07 - Stephenson County IL WD 2015-5041 Rev-30 Dated 12.03.2025.

See attached document: P07 - Sauk County WI WD 2015-4927 Rev-31 Dated 12.03.2025.

BAA – See attached BAA Document – Fill out your portion and return as a Word document. The VA portion will be filled out after receipt.