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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24626Q0592	07-07-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Karen Crowe, Contracting Specialist	757-728-7083	07-30-2026 12:00 pm ET

9. ISSUED BY — CODE

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 6
100 EMANCIPATION DRIVE
HAMPTON VA 23667

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: 621910

SIZE STANDARD: $22.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

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

15. DELIVER TO — CODE

DEPARTMENT OF VETERANS AFFAIRS
SALEM VA HEALTH CARE SYSTEM
1970 ROANOKE BOULEVARD
SALEM VA 24153-6404

16. ADMINISTERED BY — CODE

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 6
100 EMANCIPATION DRIVE
HAMPTON VA 23667

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 S=CENTER
PO BOX 149971
AUSTIN TX 78714-9971

PHONE: 512-460-5049 FAX: 512-460-5221

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THE CONTRACTOR SHALL PROVIDE ALL VEHICLES, PERSONNEL, MANAGEMENT, SUPPLIES, EQUIPMENT, AND NECESSARY REPORTING FOR THE PROVISION OF EMERGENT AND NON-EMERGENT BASIC LIFE SUPPORT (BLS), ADVANCED LIFE SUPPORT (ALS), AND CRITICAL CARE TRANSPORT (CCT) GROUND AMBULANCE SERVICES FOR THE SALEM VA HEALTH CARE SYSTEM. SEE SECTION E FOR INSTRUCTIONS TO OFFERORS (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) — 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): David E. Smith, Contracting Officer — 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT:

Contracting Officer, David E. Smith
David.smith78@va.gov
Phone: 757-728-7156
Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton, VA 23667

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

[X]	52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
[]	52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly in arrears after the receipt of proper invoicing

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

The Government shall order the below specified minimum contract value of services and may order up to and including the below specified maximum contract value of services through task orders under this basic IDIQ contract for all ordering periods. The maximum amount under this contract is not guaranteed.

IDIQ contract Minimum $10,000.00

IDIQ contract Maximum $5,000,000.00

Only warranted Contracting Officers from the Department of Veterans Affairs Health Care System, Network Contracting Office 6 may place task orders against the IDIQ contract.

AMBULANCE (Ground)

SCHEDULE OF SERVICES – PRICE SCHEDULE

BASE PERIOD: 09/15/2026 – 09/14/2027

NOTE: A price quote must be provided for all data elements shaded in YELLOW within this SCHEDULE OF SERVICES – PRICE SCHEDULE for any offeror to be determined technically acceptable for consideration for an award.

Line Item	Description of Services	12-Month Quantity (Estimated Maximum)	Unit of Issue	Unit Price	Total Price (Maximum NTE)
	Base Rate Transport *(Using Bing Maps)*		**One-Way Trip**		
0001	**(A0426) Advanced Life Support (ALS), Non- Emergent Transport** (*base rate to include first 40 miles) One-way trip is equivalent to one each for the unit of issue.*	40 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
0002	**(A0427) Advanced Life Support, Emergent Transport, Level 1** (*base rate to include first 40 miles) One-way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	150 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
0003	**(A0428) Basic Life Support (BLS), Non-Emergent Transport** (*base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue*	1000 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
0004	**(A0429) Basic Life Support, Emergent Transport**, (*base rate, to*	800 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**

	include first 40 miles) One-Way trip is equivalent to one each for the unit of issue. **Response time is 30 mins**				
0005	**(A0434) Critical Care Transport (CCT) (Upper-Level Care) (ALS Level 2)** (*base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	10 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
0006	**(ZZ0024) No Show/No Load/Cancellation BLS/ALS/CCT** *(occurs when service is requested, contractor responds, but patient is not transported).*	120 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
0007	**(A0425) Loaded Mileage Trip Outside the Base Rate BLS/ALS/CCT** *(41 miles or greater)*	18,000 miles	Price Per Mile	**$_____**	**$_____**
0008	**(ZZ0022) Unloaded mileage BLS/ALS/CCT** *(If unloaded mileage exceeds loaded mileage and is greater than 75 miles)*	1,200 miles	Price Per Mile	**$_____**	**$_____**
0009	**(A0420) Wait Time BLS/ALS/CCT** *(more than 30 minutes shall be paid in 15-minute increments).*	920 Quarter Hours (15 minute increments)	Per 15 minutes	**$_____**	**$_____**
0010	**(ZZ004) Bariatric Fee (325 lbs. or greater)**	120	Per Trip (One Way)	**$_____**	**$_____**

Total Estimated Cost of Base Year: $_____

AMBULANCE (Ground)

SCHEDULE OF SERVICES – PRICE SCHEDULE

OPTION YEAR 1 PERIOD: 09/15/2027-09/14/2028

NOTE: A price quote must be provided for all data elements shaded in YELLOW within this SCHEDULE OF SERVICES – PRICE SCHEDULE for any offeror to be determined technically acceptable for consideration for an award.

Line Item	Description of Services	12-Month Quantity (Estimated Maximum)	Unit of Issue	Unit Price	Total Price (Maximum NTE)
	Base Rate Transport *(Using Bing Maps)*		**One-Way Trip**		
1001	**(A0426) Advanced Life Support, Non-Emergent Transport,** (*base rate to include first 40 miles) One-way trip is equivalent to one each for the unit of issue.*	40 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
1002	**(A0427) Advanced Life Support, Emergent Transport, Level 1** (*base rate to include first 40 miles) One-way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	150 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
1003	**(A0428) Basic Life Support, Non-Emergent Transport** (*base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue*	1000 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
1004	**(A0429) Basic Life Support, Emergent Transport** (*base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	800 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
1005	**(A0434) Critical Care Transport (Upper-Level Care) (ALS Level 2)** *base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	10 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
1006	**(ZZ0024) No Show/No Load/Cancellation BLS/ALS/CCT** *(occurs when service is requested, contractor responds, but patient is not transported).*	120 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**

1007	**(A0425) Loaded Mileage Trip Outside the Base Rate BLS/ALS/CCT** *(41 miles or greater)*	18,000 miles	Price Per Mile	**$_____**	**$_____**
1008	**(ZZ0022) Unloaded mileage BLS/ALS/CCT** *(If unloaded mileage exceeds loaded mileage and is greater than 75 miles)*	1,200 miles	Price Per Mile	**$_____**	**$_____**
1009	**(A0420) Wait Time BLS/ALS/CCT** *(more than 30 minutes shall be paid in 15-minute increments).*	230 Hours	Per 15 minutes	**$_____**	**$_____**
1010	**(ZZ004) Bariatric Fee (325 lbs. or greater)**	120	Per Trip (One Way)	**$_____**	**$_____**

Total Estimated Cost of Option Year 1: $_____

AMBULANCE (Ground)

SCHEDULE OF SERVICES – PRICE SCHEDULE

OPTION YEAR 2 PERIOD: 09/15/2028-09/14/2029

NOTE: A price quote must be provided for all data elements shaded in YELLOW within this SCHEDULE OF SERVICES – PRICE SCHEDULE for any offeror to be determined technically acceptable for consideration for an award.

Line Item	Description of Services	12-Month Quantity (Estimated Maximum)	Unit of Issue	Unit Price	Total Price (Maximum NTE)
	Base Rate Transport *(Using Bing Maps)*		**One-Way Trip**		
2001	**(A0426) Advanced Life Support, Non-Emergent Transport** (*base rate to include first 40 miles) One-way trip is equivalent to one each for the unit of issue.*	40 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
2002	**(A0427) Advanced Life Support, Emergent Transport, Level 1** (*base rate to include first 40 miles) One-way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	150 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
2003	**(A0428) Basic Life Support, Non-Emergent Transport** (*base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue*	1000 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
2004	**(A0429) Basic Life Support, Emergent Transport** (*base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	800 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
2005	**(A0434) Critical Care Transport (Upper-Level Care) (ALS Level 2)** (*base rate, to include first 40 miles) One-Way trip is equivalent to one each for the unit of issue.* **Response time is 30 mins**	10 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**
2006	**(ZZ0024) No Show/No Load/Cancellation BLS/ALS/CCT** *(occurs when service is requested, contractor responds, but patient is not transported).*	120 Maximum (One-Way Trips)	Per Trip (One-Way)	**$_____**	**$_____**

2007	**(A0425) Loaded Mileage Trip Outside the Base Rate BLS/ALS/CCT** *(41 miles or greater)*	18,000 miles	Price Per Mile	**$_____**	**$_____**
2008	**(ZZ0022) Unloaded mileage BLS/ALS/CCT** *(If unloaded mileage exceeds loaded mileage and is greater than 75 miles)*	1,200 miles	Price Per Mile	**$_____**	**$_____**
2009	**(A0420) Wait Time BLS/ALS/CCT** *(more than 30 minutes shall be paid in 15-minute increments).*	230 Hours	Per 15 minutes	**$_____**	**$_____**
2010	**(ZZ004) Bariatric Fee (325 lbs. or greater)**	120 Maximum (One-Way Trips)	Per Trip (One Way)	**$_____**	**$_____**

Total Estimated Cost of Option Year 2: $_____

Total Estimated Cost of Base and All Option Years: $_____

B.3 PERFORMANCE WORK STATEMENT (PWS)

1. **Purpose:** The Salem VA Health Care System (hereafter SVAHCS), its associated Community-Based Outpatient Clinics (CBOCs), and affiliated healthcare clinics require contracted emergent and non-emergent ambulance transportation services. The contractor shall provide all vehicles, personnel, management, supplies, equipment, and necessary reporting for the provision of all Stretcher Transports during Basic Life Support (BLS), Advanced Life Support (ALS), Critical Care Transport (CCT) services. The contactor shall make these ambulance services available to the VA as needed, 24 hours a day, seven days a week (24/7), including weekends and holidays.

2. **Background:** The SVACHS main campus is located 1970 Roanoke Blvd, Salem VA 24153, serving over 43,000 veterans, primarily from the Salem/Roanoke area and it's 5 Community-Based Outpatient Clinics. The hospital has 221 inpatient beds and sees approximately 31,800 -inpatient admissions and 432,000 outpatient visits a year. Veterans served within this facility lives within the following counties and zip codes.

County / Zip Code	County / Zip Code	County / Zip Code	County / Zip Code	County / Zip Code
Alamance / 27201	Alleghany / 28623	Caswell / 27212	Person / 27574	Rockingham / 28379
Surry / 27007	Wilkes / 28697	Amherst / 24521	Appomattox / 24522	Augusta / 24441
Bath / 24422	Bedford / 24523	Bland / 24315	Botetourt / 24175	Buckingham / 23921
Campbell / 24538	Carroll / 24343	Charlotte / 23947	Craig / 24127	Floyd / 24091
Franklin / 24151	Giles / 24086	Grayson / 24292	Halifax / 24558	Henry / 24102
Highland / 24465	Mecklenburg / 23915	Montgomery / 24068	Nelson / 24580	Patrick / 24171
Pittsylvania / 24531	Prince Edward / 24309	Pulaski / 24301	Roanoke / 24001	Rockbridge / 24473
Smyth / 24378	Tazewell / 24651	Wythe / 24382	Buena Vista / 24416	Danville / 24540
Galax / 24333	Lexington / 24450	Lynchburg / 24501	Martinsville / 24112	Radford / 24141
Roanoke / 24001	Salem / 24153	Staunton / 24401	Waynesboro / 22980	McDowell / 24458

3. **Acronyms**

ALS – Advanced Life Support
AOD – Administrative Officers of the Day
BLS – Basic Life Support
CCT – Critical Care Transport
CCTP – Critical Care Transport Paramedic
CCEMTP – Critical Care Emergency Medical Transport

CO – Contracting Officer
COR – Contracting Officer's Representative
COTR- Contracting Officer Technical Representative
CPR – Cardiopulmonary Resuscitation
DOL – Department of Labor
EMT – Emergency Medical Technician
IAW – In Accordance With
OO – Ordering Officer
PWS – Performance Work Statement
QASP – Quality Assurance Surveillance Plan
QC – Quality Control Plan
TB – Tuberculosis
TJC – The Joint Commission
VTS – Veteran Transportation Service

4. Scope/Requirements

4.1. Types of Ambulance Service

4.1.1. The contractor shall provide emergent and non-emergent Stretcher Transports during Basic Life Support (BLS), Advanced Life Support (ALS), and Critical Care Transport (CCT) Tier 1, 2, and 3 ambulance services on an as-needed basis in accordance with all federal, state, and local regulations.

4.1.2. Occasionally a veteran will need to be transported with VA staff and equipment; the contractor shall return VA Staff and equipment to the original place of pick-up.

4.2. Transport of Miscellaneous Items with the Patient

The Contractor may also be required to transport patient luggage, medical records, medication, and comfort items from pickup points to destination at no additional cost to the Government. Luggage to be transported will be restricted to suitcase and valise types. When patients are transported to the SVAHCS, destination is deemed to be the ER, Admissions, the clinic, or service within the hospital, or directly to the ward as instructed by VA Staff.

4.3. **Contractor Personnel:** Contractor personnel shall be courteous and always conduct themselves in a businesslike manner while providing services under this contract.

4.3.1. Emergency Medical Technicians (EMTs), Critical Care Transport Paramedics (CCTPs) & Other Personnel

4.3.1.1. EMTs, CCTPs and other medical personnel (as applicable) shall at all times meet the qualifications specified in this contract as well as all applicable federal, state, and local government laws, regulations, and standards. EMTs, CCTPs and other medical personnel (as applicable) shall be certified, licensed, or otherwise officially recognized by the local, state, or regional government or public entity where the emergency service is operated or by which it is governed.

4.3.1.2. If the contractor wishes to add or replace personnel throughout the life of the contract, it shall provide evidence of required training, certifications, licensing, and any other qualifications to the Contracting Officer's Representative (COR) for review.

4.3.1.3. All ambulance drivers shall have a valid driver's license in accordance with state requirements for their place of operation and the services they perform. If the contractor wishes to add or replace drivers throughout the life of the contract, it shall provide a valid driver's license to the COR.

4.3.1.4. CCTPs shall have met all state requirements for the tier in which they are performing services in (I, II, III). Proof in the form of a current certificate for the successful completion of such must be provided to the COR upon request.

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

4.3.1.6. EMTs, CCTPs, and other contractor personnel as applicable 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. Personnel (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 employee in question needs to be discharged of his or her duties until the matter is adjudicated.

4.3.2. Tuberculosis Exposure Control Policy

4.3.2.1. The contractor shall provide the VA with a policy on tuberculosis (TB) exposure and control, to include TB decontamination.

4.3.2.2. The contractor shall have its personnel tested for TB in accordance with state guidelines and provide written confirmation to the COR that all personnel (current employees and any new hires) performing services under this contract are current in their TB test by at the start of each Ordering Period.

4.4. **Contractor Equipment, Vehicles, and Inspection**

4.4.1. Ambulances shall meet all applicable federal, state, and local regulations and specifications, including but not limited to licensing, registration, and safety standards.

4.4.2. The VA reserves the right to inspect the contractor's equipment and vehicles or require documentation of compliance with state laws, rules, regulations, and guidelines governing emergency medical transport vehicles (ambulances). VA inspections of contractor equipment do not constitute a warranty or guarantee that the contractor's vehicles and equipment are properly maintained. The VA reserves the right to restrict the contractor's use of equipment and vehicles in the performance of this contract which are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the contractor from performance in accordance with the contract nor necessitate additional cost to the VA.

4.4.3. Vehicles shall be clean and maintained in good repair in accordance with manufacturer's instructions.

4.4.4. The contractor shall not borrow or exchange supplies, equipment, and/or medications with the VA. Equipment attached to or in use by the patient at time of pick-up may remain with the patient during transport to ensure continuity of care. Medical Control Authorities are responsible for maintaining and supplying medication during patient transport. All VA equipment and unused medications must be returned to VA during patient drop-off or as promptly as feasible within 24 hours.

4.4.5. The contractor shall furnish all linen required for patient transport at no additional cost. Linen shall not be exchanged with linen belonging to SVAHCS or its CBOCs/ Danville, Lynchburg, Staunton, Tazewell, Wytheville.

4.4.6. The contractor must be capable of transporting the drugs and/or equipment as required by the patient as listed in Attachment A - Critical Care Transport Capabilities Confirmation. The contractor shall have the appropriate medications, up to and including CCT Tier III if necessary, based on the EMS region the ambulance provider is functioning in.

4.4.7. The contractor shall furnish qualified personnel as required by contract specifications to accomplish all services under this contract.

4.4.7.1. The contractor personnel performing services for the VA, shall, at all times, conduct themselves in a professional manner, and be identified by having the company name, and employee name affixed to the uniform. The Contractor shall be responsible for furnishing all vehicles, uniforms, nametags and/or badges for performance of services under this contract. Employee identifications shall be worn in clear view above the waist. The contractor personnel shall not smoke/play loud music originating from any device in vehicles while transporting VA patients.

4.4.7.2. Each driver shall possess a driver's license that is valid for the class of vehicle driven. Evidence of a special transportation service vehicle permit, or endorsement issued by the commissioner of public safety.

- Be at least 18 years of age and have not less than one year of experience as

a licensed driver; and

- For the past three years:
  - Have not had a driver's license canceled or suspended.
  - Have a driving record clear of convictions for operating a motor vehicle or motorcycle without insurance.
  - Have a driving record clear of convictions for driving a motor vehicle without a valid current license for the class of vehicle driven
  - Have a driving and criminal record clear of convictions for driving under the influence of alcohol or a controlled substance.

4.4.7.3. The contractor personnel will ensure that the patient is secured to the stretcher/cot and that the stretcher /cot is secure in the back of the ambulance before the vehicle moves.

4.4.7.4. Ambulance drivers shall have a valid driver's license, in accordance with Federal, State, and local government requirements for their place of operation for the services they perform, be capable of administering oxygen and shall have successfully completed the standard and advanced first aid course of the American Red Cross of U.S. Bureaus of Mines of equivalent and be capable of providing necessary medical assistance to the attending emergency medical technician or paramedic.

4.4.7.5. Emergency Medical Technician (EMT) and Paramedic Qualifications: EMT's and Paramedic's providing services under this contract shall have the following qualifications, in additions to those required by Federal, State, and Local Government:

- Have completed training in accordance with the standards published by the Department of Health and Human Services with a minimum curriculum of 150 hours or equivalent including an in-hospital training period. Such training programs must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304. (1974).
- Shall be certified, licensed, or otherwise officially recognized by the local, state of regional government or public entity where the emergency ambulance service is operated or by which it is governed.

4.5. Transportation Request

4.5.1 VetRide or VA-Approved Transportation Software Utilization:

The contractor agrees to utilize the VetRide Vendor Portal or VA-Approved Transportation Software with every patient transported under this contract.

The Department of Veteran Affairs will provide the software and access to the VetRide Vendor Portal or VA-Approved Transportation Software for the vendor/contractor in this contract. The Contractor will utilize the VetRide Vendor Portal or VA-Approved Transportation Software fully as instructed:

a) Receive and respond to electronic trip requests

b) Receive, use, and ensure the use of the Vendor pass by the driver.

c) Submit claims via the electronic HCFA 1500 in the VetRide Vendor Portal or VA-Approved Transportation Software system.

d) All invoices must be submitted within 30 calendar days of date of service in accordance with 38 CFR 70 to be considered timely submission.

   i. The contractor's invoice must be on the HCFA 1500 to include:

   ii. Contract Number

   iii. Date of Service (to include Box 24 A-J)

   iv. Authorization number(s)

   v. Pick-up and drop-off location of the patient

   vi. Base Rate

   vii. Name (Last, First and Middle Initial (if any)) and Full Social Security number (Box 1a) of patient transported

   viii. Date of Birth and Sex

   ix. Diagnosis Codes or Nature of Illness or Injury

   x. Documentation of circumstances when billing for waiting time

   xi. Any miscellaneous charges for which the contractor is expecting reimbursement i.e., Tool charges, waiting time, etc.

   xii. VA authorizing official's name

   xiii. Healthcare Procedure Coding System/National Level II (HCPCS)

e) Unauthorized charges will be reviewed by the Contracting Officer Representative (COR) as to the validity of the charges and as to whether the payment will be made. A final determination will be made within 30 days after notifying the Contractor of the charges which are being suspended.

4.5.1.1. A transportation request is defined as one incidence of a request for one-way service (Stretcher Transports during BLS, ALS, CCT). No more than one patient will be transported per order unless approved by an authorized VA staff. Transportation requests will be made through VetRide or VA-Approved Transportation Software Utilization. Contractors must have the capability to receive orders, update ride status, and input trip costs and other required data through this portal. Contractors must have dedicated staff available to monitor this portal 24/7. SVAHCS Travel Program Staff will be available to assist with account setup and training for the Contractor's Staff. In the event VetRide or other VA-Approved Transportation Software Utilization is down, other methods of communication (i.e., telephone, facsimile) will be used to place Transportation requests.

4.5.1.1.1. SVAHCS Travel Program Staff/or authorized VA employees will work with the Contractor the following business day to reconcile any transportation requests that were placed outside of VetRide or VA-Approved Transportation Software Utilization.

4.5.1.1.2. The Contractor must update VetRide or VA-Approved Transportation Software Utilization with any data and/or notes in real time that deviate from the original order such as invoicing for additional mileage due to a road closure, wait time, reason for No-Show, etc. SVAHCS Travel Program Staff/or authorized VA employees may place a "hold" on payment of this order until it has been reconciled.

4.5.1.2. Only the following VA staff are authorized to place, cancel, or make changes to transportation requests:

Contracting Officer (CO) Ordering Officers (OO),
Administrative Officer of the Day (AOD), Beneficiary Travel Office Staff,
Contracting Officer's Representative (COR), Transfer center,
Social Work Staff.

The Contracting Officer will upon request furnish the Contractor with the names of individuals above, who are authorized as Ordering Officers, by separate memorandum upon issuance of the contract. The Contracting Officer will update this list throughout the life of the contract as Ordering Officers change.

Ordering Officers are responsible for issuing and administering orders placed under this contract. Ordering Officers have no authority to modify any term of this basic contract. Any deviation from the terms of the basic contract must be approved in writing by the Contracting Officer responsible for this contract.

The Contractor shall accept orders against this contract only from the Contracting Officer and/or authorized Ordering Officers. Fulfilling orders from persons other than the Contracting Officer or Ordering Officer may result in loss or delay in payment for supplies/services provided under such orders.

Non-authorized VA employees and private agencies (e.g., nursing homes) are not considered authorized to place transportation requests.

4.5.1.2.1. ——All patient pick-up(s) and drop-off(s) shall be authorized via "orders" which shall only be issued by the designated Ordering Officers. When placing orders for services, the Ordering Officer shall contact the designated contractor point of contact(s) to provide the following information:

- Mode of transportation required,
- Required time of arrival
- Name of the beneficiary,
- Pick-up and delivery point,
- Type and number of additional medical care specialists required,
- Type of equipment required,
- Last four of the patient's Social Security Number (this is not provided via VetRide requests), and
- Any other special instructions

4.5.1.3. For ALL Transports – an Audit system will be put in place by the VA to include the COR or designee, Beneficiary Travel Department staff, and clinical staff to ensure appropriateness of the order and timeliness of the response.

4.5.1.4. The type of transportation service (Stretcher Transports during BLS, ALS, CCT) required will be discussed and determined by VA clinical personnel and the contractor. The contractor shall transport the patient per its policies and standard industry practice. If the type of transportation service differs from what was agreed upon by the VA and contractor, the contractor shall submit documentation to the VA explaining its rationale.

4.5.1.5. The VA may authorize an escort (e.g., spouse, relative, guardian, etc.) to accompany the patient during medical transport if it is practicable and, in the patient's best interest. The contractor shall allow the escort to accompany the patient at no additional cost.

4.5.1.6. The contractor shall have sufficient vehicles and personnel to provide services for up to four (4) simultaneous transportation requests. Transports required may be for any mix of Stretcher Transports during BLS, ALS transports. One of these four simultaneous transports may require CCT capability up to Tier III. If SVAHCS requires ambulance services exceeding four (4) simultaneous transportation requests, the vendor will be offered to provide the services if

they have sufficient vehicles/personnel available; but may sub-contract or decline these additional orders if sufficient vehicles/personnel are unavailable.

4.5.1.7. The number of transports under normal operating conditions will typically range from 0-12 transports each weekday and significantly less on weekends and holidays. The number of actual transports may vary throughout the life of the contract.

4.5.1.8. The patient may bring with her or him up to three (3) liters of oxygen. The contractor shall be responsible for providing adequate and safe storage of the oxygen tanks during transport.

4.5.1.9. Response Times*

4.5.1.9.1. Orders that are scheduled by 7pm local time the day before the required services are defined as **scheduled in advance.** With the exceptions found below, the contractor shall arrive **on time for all orders** scheduled in advance.

4.5.1.9.2. Emergent Transport (Originating from VA Only): The contractor shall be required to provide Ground Ambulance transportation **within thirty (30) minutes** of order/patient pick up call.

4.5.1.9.3. For all add-ons (not scheduled in advance) transportation requests, with pick up at SVAHCS: The contractor will be allotted up to a sixty (60) minute response time from time of order placement for transportation requests that are not previously scheduled in advance.

a. For an urgent transport request for a critical patient (as deemed by the physician) with pick up at SVAHCS, the contractor will be allotted up to a thirty (30) minute response time.

4.5.1.9.4. For transportation requests which do not have a pick-up at SVAHCS:

a. The contractor may be required, if requested by the VA, to dispatch ambulances on short notice for transportation requests not scheduled in advance; for these transportation requests the contractor shall dispatch ambulances within thirty (30) minutes of receiving the order.

b. Pick-up appointment times shall be agreed upon by the VA and contractor at time of order placement and be reasonable based upon travel distance, speed limits, and weather conditions.

c. The contractor's patient pick-up time cannot be more than 15 minutes prior to the schedule pickup time nor 15 minutes later than the scheduled pickup time for transportation requests

scheduled in advance.

* 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.**

4.5.2. Cancellations

4.5.2.1. For trips in which the contractor is notified of cancellation before the vehicle is dispatched, there shall be no charge to the Government.

4.5.2.1.1. A "no show" is defined as a transportation request which is cancelled after the contractor has dispatched a vehicle, the vehicle is enroute or has arrived at the pick-up location with cancellation on scene, and there is no longer a requirement for patient transportation. The contractor may request one-way reimbursement for no-shows. No-show reimbursement shall be based upon the base rate for the type of service requested (Stretcher Transports during BLS, ALS, CCT) and the one-way mileage (Stretcher Transports during BLS, ALS, CCT) accrued enroute to the pick-up location at time of cancellation. Mileage for no-show cancellations shall be confirmed by the contractor and reported to the VA as soon as possible from time of cancellation.

4.5.2.2. For transportation requests OUT of SVAHCS ONLY – The contractor will immediately dispatch a vehicle upon receipt of the order (including transportation requests in which the final destination may change prior to pick up due to the critical condition of the patient). When the contractor is notified of a cancellation prior to arrival at the SVAHCS campus, there shall be no charge to the Government.

4.6. **Pick-Up/Drop-Off/Reporting Procedures**

4.6.1. Ambulance personnel shall pick-up and deliver patients at specified locations (e.g., front door of SVAHCS Entrance). These locations will be specified by VA staff when an order is placed and communicated to the transporting personnel.

4.6.2. When applicable, ambulance personnel shall report to the Veteran Transportation Service (VTS) Dispatcher or Administrative Officer of the Day (AOD) to (1) announce his/her arrival to pick-up and transfer the patient and (2) obtain report of pertinent information regarding the patient's condition from the primary nurse/physician.

4.6.3. When delivering a patient, ambulance personnel shall give report to the appropriate VA healthcare staff and provide a copy of the run sheet which will be retained by the facility for inclusion to the patient's medical record.

4.6.4. In cases where ambulance personnel must divert to a local emergency department while performing a VA authorized transport, the contractor's dispatcher shall notify the VA Beneficiary Travel Department or Administrative Officer of the Day of the patient's location and status as soon as this information becomes available.

4.7. **Patient Welfare**

4.7.1. The contractor shall be responsible for the patient's welfare during transport. The contractor shall be held responsible for patient and/or VA property during transport. Any damaged or lost wheelchairs, walkers, crutches, or personal belongings shall be replaced at the contractor's expense.

4.7.2. The VA requires the contractor to exercise extreme caution and care in the handling of patients.

4.7.3. If a VA beneficiary being transported declines to be properly secured or removed the securement devices himself/herself, the driver will notify the Contracting Officer's Representative (COR) of this fact prior to departure. The contractor is not required to transport any VA beneficiary who refuses to be properly secured while being transported. In the event that the beneficiary refuses to be properly secured, they shall be returned back into the building which they came from.

4.8. **Incident Reporting**

4.8.1. The contractor shall notify the COR, Requestor, Program Manager, Beneficiary Travel Department, of any accidents and/or safety problems that occur while the patient is being transported. This notification shall occur within one (1) hour by telephone. A written report of the incident shall be delivered to the COR, Program Manager, or Beneficiary Travel Department, by the close of business of the next working day.

4.8.2. The COR will monitor the service provided. The contractor shall cooperate with the COR in providing information and answering questions in a timely manner. The contractor shall promptly inform the COR of any complaints received directly from patients. If warranted, the VA may conduct incident investigations and require written response from the contractor within 48 hours of request.

4.9. **Invoicing**

4.9.1. Each transport shall include thirty (30) minutes of wait time; the contractor may invoice for wait times in excess of this initial thirty (30) minutes. Wait time shall begin only once the contractor has both reached the pick-up address location and the appointment time has elapsed. All wait times shall be itemized and invoiced in fifteen (15) minute intervals. For partial fifteen (15) minute intervals, zero (0) to seven (7) minutes shall be rounded down to zero (0) minutes and eight (8) to fifteen (15) minutes rounded up to fifteen (15) minutes.

4.9.2. When invoicing for mileage, the contractor shall round to the nearest mile.

Mileage ending in .5 or higher shall be rounded up to the nearest mile. Mileage ending in .4 or lower shall be rounded down to the nearest mile. Payment for mileage to or from the point of care shall be limited to the VA's calculation according to the VA's Bing Maps API determination. Bing Maps API is optimized to determine mileage based on the shortest time of travel.

4.9.3. If unloaded mileage exceeds loaded mileage, the contractor may invoice for a flat fee only if the following also occur:

- Unloaded mileage exceeds 75 miles
- The contractor does not deviate from a route to intentionally make unloaded mileage exceed loaded mileage.

4.9.4. Except for no shows and trips when unloaded mileage exceeds loaded mileage in accordance with 4.9.3, the contractor shall invoice for loaded (patient onboard) services and mileage only.

4.9.5. Upon notification of the contracting officer, the vendor must receive training and begin implementation of invoices via Vet Ride within 30 days versus VA Tungsten Network e-Invoicing network. Invoices must be submitted via the electronic HCFA 1500 in the VetRide Vendor Portal or other VA approved software. These invoices shall not include patient information, but shall include the following:

- Contractor Name
- Contract Number
- Current Purchase Order Number
- Date of service
- Total amount invoiced including a summary of the total number of charges that align with the line items of this contract (i.e., total number of BLS Base Rate, total BLS Mileage incurred, etc.)
- An itemized list of charges or services rendered that align with the line items of this contract (i.e., BLS Base Rate, BLS Mileage incurred, etc.)

4.9.6. Payment by VA under this contract to a provider of ground ambulance transportation services authorized under this contract extinguishes any and all liability on the part of the VA BENEFICIARY for that transportation service. **UNDER NO CIRCUMSTANCES ARE VA BENEFICIARIES, THIRD PARTY INSURANCES, MEDICARE, OR MEDICAID TO BE BILLED FOR THE SERVICES PERFORMED UNDER THIS CONTRACT**.

5. Period & Place of Performance

5.1. This contract's ordering period shall be effective from Date of Award through 09/14/2029.

5.2. The Place of Performance is variable and may occur within the states of Virginia, West Virginia, North Carolina; ambulance services may be required to or from locations including, but not limited to the following:

5.2.1. SVAHCS to include specific Atrium Clinics, Emergency Department, pavilions, or out-buildings on the SVAHCS campus. The SVAHCS address is: 1970 Roanoke Blvd, Salem VA 24153.

5.2.2. SVAHCS Community-Based Outpatient Clinics (CBOCs):

CBOC Name	Address
Danville	325 Piedmont Drive, Space #2005, Danville, VA 24540
Lynchburg CBOC	1600 Lakeside Drive, Lynchburg, VA 24501
Staunton CBOC	102 Lacy King Way, Staunton, VA 24401
Tazewell CBOC	388 Ben Bolt Avenue, Tazewell, VA 24651
Wytheville	165 Peppers Ferry Road, Wytheville, VA 24382

5.2.3. Other VA Medical Centers, Hospitals, or CBOCs within Veterans Integrated Service Network (VISN) 6 including, but not limited to:

Medical Center Name:	Address:
Hampton VAMC	100 Emancipation Dr, Hampton, VA 23667-9900
Richmond VAMC	1201 Broad Rock Blvd, Richmond, VA 23249-0002
Durham VAMC	508 Fulton St, Durham, NC 27705-3875
Salisbury VAMC	1606 Brenner Ave, Salisbury, NC 28144-2515
Fayetteville VAMC	2300 Ramsey St, Fayetteville, NC 28301-3856
Asheville VAMC	1100 Tunnel Rd, Asheville, NC 28805-2043

5.2.4. Other Non-VA Medical facilities and Community Care facilities as authorized by the VA.

5.2.5. Veteran's residence.

5.2.6. Local airports including Roanoke-Blacksburg Regional Airport.

6. Quality Control Plan

6.1. Quality Control

6.1.1. The contractor shall maintain a Quality Control Plan (QCP) that contains, at a minimum, the following:

6.1.1.1. A description of the company's organizational structure including a description of the roles and responsibilities of management and supervisors.

6.1.1.2. A description of the methods to be used by the contractor for identifying and preventing deficiencies or problems in the quality of service.

6.1.1.3. A description of the specific steps the contractor will take for corrective action if needed if a deficiency or problem in the quality of service occurs.

6.1.1.4. A description of the company's records and tracking system used to identify up-to-date background checks, applicable certifications and tests, and training of each employee performing services under this contract.

6.1.1.5. A description of the method used to provide on-time ambulance services to meet the requirements of this contract (24/7 availability and up to 4 simultaneous transports in accordance with PWS 4.5.1.6).

6.1.1.6. A description of the methods used to identify and prevent radio communication breakdowns and a detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios.

6.1.1.7. CONTENGENCY PLAN: (In case VetRide Vendor Portal is down) A description of the method/system used to log all requests for service. The contractor shall confirm that the log indicates the date and time of service call, actual time of pick-up versus the scheduled time, name of patient requiring services, designated pick-up and delivery points, mileage, and actual waiting time at pick-up and delivery points if waiting charges are claimed. The contractor shall confirm the log will be sent to the COR monthly.

6.1.2. The Government will evaluate the contractor's performance under this contract to ensure that the contractor's QCP is adequate, and that quality is achieved through a Quality Assurance Surveillance Plan (QASP).

6.1.3. The Government shall prepare a QASP after contract award derived from the PWS and contractor's submitted quality control plan. The QASP is a "living document" and the Government may review and revise it at any time. However, the Government shall coordinate changes to the QASP with the contractor.

6.1.4. The QASP will specify the work requiring surveillance and the Government's

method of surveillance.

6.2. **Minimum Performance Standards**

6.2.1. The contractor shall maintain performance standards in accordance with the standards outlined in the table below. Failure to meet the Acceptable Quality Levels (AQL) may result in termination of the contract.

6.2.2. The QASP will include the standards below as well as others derived from the successful offeror's quality control plan.

Task	PWS Reference	Standard	Acceptable Quality Level	Method of Surveillance
Provide on-time ambulance services	Section 4.5.1.8.3	Scheduled patient pick-ups shall not deviate more than 15 minutes past scheduled pick-up time for scheduled orders	97%	Customer Feedback
Incident Reporting	Section 4.8	The contractor shall notify the Program Manager, Beneficiary Travel Department, of any accidents and/or safety problems that occur while the patient is being transported. This notification shall occur within one (1) hour by telephone. A written report of the incident shall be delivered to the Program Manager, Benefits Management, by the close of business of the next working day.	97%	Customer Feedback
Invoice Reports	Section 4.9	Provide a monthly invoice including secondary documentation in accordance with Section 4.10 of the PWS	95%	100% inspection of monthly invoices/reports

7. <u>COVID-19 Or Other Similar Infectious Diseases</u>

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

7.2. 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. These procedures are subject to change throughout the life of the contract and will be incorporated via attachment (<u>See S03 VTS Patient Transport PPE and Vehicle Cleaning/Disinfection SOP).</u>

7.3. Contractor shall have 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. 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.

7.4.Contractor shall furnish all required PPE throughout the life of the contract.

8. Conformity To Regulations

8.1 The contractor and his/her operators shall conform to all Federal, State, and local regulations governing the performance of contracted services.

8.2 VAMC facilities have been designated NO SMOKING areas in their entirety. Individuals found in violation of this no smoking policy may be subject to a $50.00 federal citation for disregarding posted safety rules and regulations. Furthermore, the contractor may be directed to stop work. The contractor is to notify all of his/her employees and/or sub-contractors of this strict enforcement policy.

9. Wage Rates

9.1. Wage Determination(s) as listed in Section D in this solicitation are applicable to any resulting contract.

9.2. The contractor certifies by signature on this offer that the salaries to be paid workers involved in the performance of the contract are equal to or greater than those specified in the attached Wage Determination(s).

9.3 The Department of Labor has held that contractors must pay their employees the Service Contract Act waged while they are driving both to and from destinations for the VA. The Wage Determination is attached in Section D.

10. Evidence of Coverage

10.1 Before commencing work under the contract, the contractor shall furnish the Contracting Officer with a certification from his/her insurance company indication that the coverage outlined in this contract has been obtained and that it may not be changed of canceled during the term of the contract.

11. Worker's Compensation

11.1 The Act of June 25, 1936, 42 Stat. 1938 (40 USC 290), authorized the constituted authority of the several states to apply their workmen's compensation laws to all lands and premises owned or held by the United States. The contractor agrees to procure and maintain while the contract is in effect, Worker's Compensation and Employers Public Liability insurance. The policy shall provide coverage for Public Liability Limits of not less than the statutory limitations for any one accident, and at least meet the statutory limitations if more than one person is involved. , Upon award of the contract, the contractor shall furnish to the Contracting Officer a certificate from its insurance company indicating that this coverage has been obtained and that such coverage may not be changed or canceled unless 30 day advance written notice is provided to the Contracting Officer.

12. Contractor Personnel Security Requirements

12.1 All contractor employees who require access to the Department of Veterans Affair's computer systems or who come into contact with veteran/beneficiaries shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the contractor will be responsible for the actions of those individuals they provide to perform work for the VA.

Position Sensitivity - The position sensitivity for this contract has been designated as LOW RISK.

Background Investigation - The level of background investigation commensurate with the required level of access for this contract is National Agency Check with Written Inquiries. Contractor Responsibilities:

- The contractor shall pre-screen all personnel requiring VA access to ensure they maintain a U.S. citizenship and are able to read, write, speak, and understand the English language.

- The contractor shall submit or have their employees submit the following required forms requested by Department of Veterans Affairs, Office of Security and Law Enforcement, Security and Investigations Center, 2200 Fort Roots Drive Bldg. 104, North Little Rock, AR 72114 within 30 days of receipt:

- All documents completed and submitted at the following website: http://www.va.gov/SECURITYINVESTIGATIONSCENTER/

- The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the contractor personnel security requirements may result in termination of the contract or cause.

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

breach of confidentiality. Any person, who knowingly or willingly discloses confidential information obtained from the VA with non-essential persons, may be subject to fines.

12.1.1 HIPAA COMPLIANCE. HIPAA compliance is required. The contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health, and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with HIPAA, the contractor may be required to enter into a Business Associate Agreement (BAA) with VA.

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

13. Medical Liabilities Insurance

13.1 The contractor shall carry required insurance (See VAAR Clause 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE) and vehicle insurance in accordance with the **Virginia** Department of State Health Services Officer immediately.

14. Annual VHA Training

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

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

In accordance with VA Directive 6500, "Information Security Program", updates or replacement directives annual VHA Cyber and Security Information Training is to be provided to all contractors within the scope of their work. A copy of the documentation of

the completed annual training is to be provided to the Contracting Officer and the facility Information Security Officer for their files.

15. Conformance with Environmental Management Systems

15.1 The contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility environmental management system (EMS) applicable for your contract. The contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the agency, organizational, or facility EMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of noncompliance, the contractor shall respond and take corrective action immediately. In the case of nonconformance, the contractor shall respond and take corrective action based on the time schedule established by the EMS Site Coordinator. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract.

All on-site contractor personnel shall complete yearly EPA sponsored environmental training specified for the type of work conducted on-site. Upon contract award, the Contracting Officer's Representative will notify the facility-level Environmental Management Systems Coordinator to arrange EMS training for appropriate staff.

16. Contractor Performance Assessment Rating System (CPARS) Required Registration with Contractor Performance Assessment Rating System (CPARS)

16.1 As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed $1,000,000 and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided with an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database. The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal Agencies.

16.2 ach contractor whose contract award is estimated to exceed $1,000,000 is required to register with the Contractor Performance Assessment Rating System (CPARS) database at the following https://www.cpars.gov/ or by calling (207) 438-1690. Registration should occur no later than thirty days after contract award and must be kept current should there be any change to the contractor's registered representative.

16.3 For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for

comment. The contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

16.4 Failure to have a current registration in the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

Surveillance Checklist

(Salem VA Health Care System)

Contract: Ground Ambulance	Date/Time of Inspection:	Government POC Primary: Government POC Alternate:
Organization: (SVAHCS)	Location:	

SS	Performance Objective	PWS Para	Performance Threshold	Method of Surveillance	Met	Not Met	Remarks
SS1	The contractor shall provide Ambulance service, 24 hours per day, 365 days per year, as required in accordance with the terms and conditions contained herein.	1	95% Compliance	100% Surveillance of each patient pick-up.			
SS2	The objective of Standards for Maintenance is to protect veterans and to cause no harm to all parties. The contractor shall maintain all vehicles in a clean and orderly condition, free from debris and accumulations which may create an accident, injury, or fire hazard.	4.4.3	95% Compliance	100% Surveillance			
SS3	The contractor shall maintain (and furnish upon request) procedures that outline	4.4.3	95% Compliance	100% Surveillance			

SS	Performance Objective	PWS Para	Performance Threshold	Method of Surveillance	Met	Not Met	Remarks
	preventive maintenance and/or repairs on each vehicle in an individual vehicle file and in chronological order, latest service on top. A statement from the Contractor indication compliance of vehicle maintenance files is in place should be submitted at time of offer for evaluation purposes. Requested submission and verification of these documentation requirements will be a quality assurance procedure during the contract period.						
SS4	The contractor shall furnish qualified personnel as required by contract specifications to accomplish all services under this contract.	4.3.1	100% Compliance	100% Surveillance			
SS5	Have completed training in accordance with the standards published by the Department of Health and Human Services with a minimum curriculum of 150 hours or equivalent including an in-hospital training period. Such training programs	4.3.1	100% Compliance	100% Surveillance			

SS	Performance Objective	PWS Para	Performance Threshold	Method of Surveillance	Met	Not Met	Remarks
	must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304. (1974).						
SS6	A licensed MTO shall ensure that sanitation procedures are provided to all personnel in a written document that conforms with current standards as set forth in occupational safety and health administration-blood borne pathogens protocol.	Attachment B	100% Compliance	100% Surveillance			

Attachment A

Critical Care Transport Capabilities Confirmation

If a transport is classified as a Critical Care Transport (CCT) the offeror must be capable of transporting the drugs and/or equipment as required by the patient (listed below), up to and including Tier III, if necessary, based on the EMS region the ambulance provider is functioning in. Prospective offerors must sign and return this form confirming they can meet these criteria for CCTs ordered under this contract.

Drug Supply List:
Acetylcysteine (Acetadote, Mucomyst)
Amiodarone (Cordarone)
including CPAP
Antibiotics
Blood and Blood Products
Diltiazem (Cardizem)
Dobutamine
Capability: up to 6 IV drips
Dopamine
Fentanyl (Sublimaze)

Equipment List:
Chest tubes
Portable mechanical vents;

All VADs CVP lines
Swan-Ganz line
Smart Pump

*Any pump(s) capable for up to and including 6 infusion lines or IV drips as required by the patient. If the pumps are not compatible with VA supplied IV tubing, the contracted ambulance would need to provide their own tubing and be

Furosemide (Lasix)
Heparin
Hyperalimentation
(TPN and lipids)
Insulin
Labetalol (Trandate)
Lidocaine
Lorazepam (Ativan)
Magnesium Sulfate
Mannitol
Midazolam (Versed)
Milrinone (Primacor)
Nicardipine (Cardene)
Nitroglycerin (NitroStat, Nitro-Dur, Nitro-Bid)
Norepinephrine (Levophed)
Octreotide (Sandostatin)
Ondansetron (Zofran)
Pantoprazole (Protonix)
Phenylephrine (Neo-Synephrine)
Potassium Chloride
Propofol
Sodium Bicarbonate
Vasopressin (Pitressin)
TPA* (Pending)

Zoll X Series Critical Care Monitor Capabilities:
Continuous 12-lead EKG monitoring
2-Temperature Monitoring
Automatic Blood Pressure
Capnography
2 arterial lines monitoring

I hereby confirm that _____ can meet the criterion for Critical Care Transports.
(Company Name)

_____ _____
Signature of Company Representative Date

Attachment B

Version 2.0 August 7, 2020

Veterans Transportation Service (VTS)

Patient Transport PPE and Vehicle Cleaning/Disinfection

Standard Operating Procedure

Following the tenets of Standard Precautions as described by the Centers for Disease Control and Prevention (CDC), everyone should be thoughtful and aware of potential situations or interactions where there is the potential for transmission of an infectious disease and should take appropriate actions to mitigate the potential for spread of those infectious diseases. Standard Precautions set the foundation for prevention of transmission of infectious agents. The concept of Standard Precautions includes a group of infection prevention practices that apply to all patients, regardless of suspected or confirmed infection status, in any setting in which health care is delivered. These practices include the following: hand hygiene; respiratory etiquette; use of

personal protective equipment (PPE) such as gloves, gown, mask, eye protection, or face shield, depending on the anticipated infectious exposure; along with principles of environmental cleaning and disinfection.

VTS Operator/Driver PPE

During the COVID-19 pandemic, below please find considerations for PPE usage for VTS following tenets of Standard Precautions from CDC.

ROUTINE TRANSPORTS:

When VTS or a VA station employee driver/operator is transporting any patient who is **not** diagnosed as a COVID-19, the following PPE is required for transport:

Facemask at all times (universal source control).

Eye Protection (e.g., goggles or face shield) when loading, securing, and unloading wheelchair or stretcher patients, but does not need to be worn during actual driving to reduce risk of a visual hazard.

Gown as needed (based on exposure to body fluids or contact with patient when loading, securing, and unloading wheelchair and stretcher patients).

Gloves as needed (based on exposure to body fluids or contact with the patient when loading, securing, and unloading wheelchair or stretcher patients).

COVID-19 TRANSPORTS:

When VTS and VA station employee driver/operator is transporting a patient with COVID-19, the following PPE is required for transport.

Fit-tested N95 Respirator or equivalent (if available) or Facemask at all times*
Eye Protection (e.g., goggles or face shield) *
Gloves (based on exposure to body fluids or contact with the passenger)
Gown (based on exposure to body fluids or contact with the passenger)

*CDC recommends that drivers wear an N95 respirator or facemask (if respirator is not available) and eye protection such as a face shield or goggles (as long as they do not create a driving hazard).

https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/disinfecting-transport-vehicles.html
OTHER POTENTIAL INFECTIOUS DISEASES TRANSPORTS (e.g., tuberculosis, chickenpox or disseminated shingles, measles, etc.):

Please refer to your local medical center policies and procedures for these other agents to be consistent with your established practices.

Face Covering of Patients/Passengers

All passengers (patients and accompanying family members/caregivers) must wear a facemask or cloth face covering to cover both of mouth and nose constantly during the transportation regardless the presence or absence of respiratory symptoms.

- If the passenger refuses to wear a facemask or cloth face covering during the transportation, the VTS and VA station employee driver/operator should decline providing the transportation.

- If the passenger needs medical exemption of mask/cloth face covering, the exemption must be directly from a Licensed Medical Provider with prescriptive authority at VA. Self-report of medical exemption from the Veteran or family/caregiver is not acceptable.

VTS Donning of Personal Protective Equipment Before Transport

Note: Driver/Operator will Don PPE prior to entering the vehicle, engaging patient

VTS procedures for Donning of PPE is as follows:

1. Donning (Putting on):

- Perform hand hygiene before putting on any PPE
- General approach to putting on this PPE combination for respiratory pathogens
    - Gown
    - Respirator or Facemask (if not worn already)
    - Goggles or face shield
    - Gloves

Additional Considerations for Transport of Patients with Potential Infectious Diseases: If VTS or station Operators/Drivers become aware of a patient who is infected or possibly infected with a respiratory infectious disease, they should notify the receiving health care facility that the patient is a confirmed or suspected COVID-19 patient or other infectious respiratory disease, so that appropriate infection prevention and control precautions may be taken prior to patient arrival.

- Keep the patient separated from other people as much as possible.

- The patient should wear a facemask (if not available, a cloth face covering at minimum) to cover both the nose and mouth constantly during the transport to contain any droplets generated during coughing or sneezing.

- Family members and other contacts of patients with confirmed or suspected COVID-19 or other infectious respiratory disease should not ride in the transport vehicle. If a family member or other contacts must ride in the transport vehicle, they should wear a facemask (if not available, a cloth face covering at minimum).

- Whenever possible, use vehicles that have isolated driver and patient compartments that can provide separate ventilation to each area.

- Close the door/window between these compartments before bringing the patient on board.

- During transport, vehicle ventilation in both compartments should be on non-recirculated mode to maximize air changes that reduce potentially infectious particles in the vehicle.

- If the vehicle has a rear exhaust fan, use it to draw air away from the cab, toward the patient-care area, and out the back end of the vehicle.

- Some vehicles are equipped with a supplemental recirculating ventilation unit that passes air through HEPA filters before returning it to the vehicle. Such a unit can be used to increase the number of air changes per hour (ACH). If so equipped, replacement of filters should occur per manufactures instructions. Link: (https://www.cdc.gov/niosh/hhe/reports/pdfs/1995-0031-2601.pdf).

- If a vehicle without an isolated driver compartment and ventilation must be used, open the outside air vents in the driver area and turn on the rear exhaust ventilation fans to the highest setting. This will create a negative pressure gradient in the patient area.

- Follow routine procedures for a transfer of the patient to the receiving health care facility (e.g., wheel the patient directly into an examination room).

Cleaning and Disinfecting VTS Transport Vehicles after Transporting a Patient

The following are guidelines for cleaning or maintaining VTS transport vehicles and equipment after transporting a patient:

- After transporting the patient, leave the rear doors of the transport vehicle open to allow for sufficient air changes to remove potentially infectious particles.

    - The time to complete transfer of the patient to the receiving facility and complete all documentation should provide sufficient air changes.

- When cleaning the vehicle, VTS operators should wear a disposable gown and gloves. A face shield or facemask and goggles should also be worn if splashes or sprays during cleaning are anticipated.

- Ensure that environmental cleaning and disinfection procedures are followed consistently and correctly, to include the provision of adequate ventilation when chemicals are in use.

- Clean and disinfect the vehicle in accordance with standard operating procedures. All surfaces that may have come in contact with the patient or materials contaminated during patient care (e.g., stretcher, rails, control panels, windows, floors, walls, seat belts, work surfaces) should be thoroughly cleaned and disinfected using an EPA-registered hospital grade disinfectant in accordance with the product label.

- Disinfection products with EPA-approved emerging viral pathogens claims for use against SARS-CoV-2 are to be used. Refer to List N on the EPA website for EPA-registered disinfectants that have qualified under EPA's emerging viral pathogens program for use against SARS-CoV-2. Check with local infection prevention and control professional if there are any questions.

- Clean and disinfect reusable patient-care equipment before use on another patient, according to manufacturer's instructions.

- Follow Standard Operating Procedures for the containment and disposal of used PPE and regulated medical waste.

- Follow Standard Operating Procedures for containing and laundering used linen. Avoid shaking the linen.

VTS procedures for Doffing of PPE after transport is as follows:

Note: Operator/Driver will maintain all PPE until after the vehicle is Fully Terminal Cleaned. Upon the completion of PPE Doffing procedure, the operator will dispose of all contaminated PPE inside a regular trash container, unless the PPE is wet /saturated with body fluids, in which case it will need to be disposed of in a Bio-Hazard container.

1. **Doffing (Taking off): See the following link to CDC guidelines:**

   https://www.cdc.gov/coronavirus/2019-ncov/downloads/A_FS_HCP_COVID19_PPE_11x17.pdf

- First: Remove gloves and discard directly in a trash receptacle

- Second: Remove gown and discard directly in a trash receptacle

- Third: Perform hand hygiene

- Fourth: Remove face shield / eye goggles

- Fifth: Remove respirator/facemask if necessary and discard directly in a trash receptacle

- Sixth: Perform hand hygiene

Documentation and Reporting of Vehicle Cleaning/Disinfection

Mobility Managers or the facility management official in charge of vehicles will create a cleaning or disinfecting Checklist to be completed and submitted by VTS /Station Drivers /Operators after each vehicle cleaning and disinfection.

The checklist shall contain at minimum the following:

- Date and Time of Cleaning /Disinfection:

- Vehicle Identification:

- Driver/Operator Name:

- Cleaning Method Used:
  - Wipe down
  - Spray
- UVC Light:
  - Duration while on the floor
  - Duration while hanging from the ceiling
  - Verification that all windows and doors were closed during UVC operation
- Driver/Operator Signature:

Use of UVC Disinfecting Unit for Cleaning and Disinfecting VTS Transport Vehicles (Optional).

ONLY use the UVC Disinfecting Unit AFTER MANUAL CLEANING !!!!!!!!.

Use of UVC Units should occur at the end of each transport day if the facility decides to implement it.

Note: See manufacturer instructions on use of the UVC Unit. A copy is enclosed with each unit and become familiar with the processes contained in the Instructional Video at: https://www.youtube.com/watch?v=c0Fn3a_lHcA&feature=youtu.be

Use of the provided UVC Disinfectant/Decontamination portable unit:

- Park vehicle in an area where there is no human pedestrian traffic to prevent UV light exposure to eyes of passersby—but which allows for an electrical extension cord to access the vehicle for the UVC Unit.

- Set UVC Unit on the floor in the center of the vehicle

- Startup vehicle and turn the AC/Heat fan on High Setting

- Close all doors and windows

- Place UVC Warning Signs on Windshield Dashboard, windows, and door(s).

- Set timer on UVC Unit for 10 minutes

  - The units have a timer on them that allows for one minute to leave the vehicle after it has been started.

- Exit vehicle immediately closing door behind you.

- If there is an urgent need for an employee to enter the vehicle when the light unit is operating, they will need to be wearing full length pants, a long sleeve shirt, gloves that cover their entire hands, and sunglasses that wrap around the eye area.

- Once initial UVC Unit operation is complete—**USE THE HANDLE TO PREVENT BURNS FROM THE UVC UNIT BEING HOT FROM OPERATION. ----**Hang UVC unit from the ceiling OR from a IV pole in the center of the vehicle and set timer for 10 minutes.
- Exit vehicle and close door behind you.
- Once UVC Unit operation is complete:
    - Turn off vehicle AC/Heater fan
    - Turn off vehicle
    - Disconnect from electrical extension cord and place the UVC Unit and extension cord in a safe/secure area where it will not be damaged.

Any broken bulbs should be treated as hazardous material and appropriate gloves and disposal of bulb pieces should be performed as specified by your local GEMS Program Manager or Safety Officer.

USE OF UVC UNIT DOES NOT REPLACE /ENVIRONMENTAL SURFACE CLEANING AND DISINFECTING !! CDC Guidance for Disinfecting NEMT and EMS Vehicles (ambulances): See Link below:

https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-for-ems.html

https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

Follow-up and/or Reporting Measures by VTS Operators/Drivers After Caring for Patient with Confirmed or Suspected COVID-19

VTS and station Operators/Drivers should be aware of the follow-up and/or reporting measures they should take after caring for a patient with confirmed or suspected COVID-19:

- VA facilities should develop policies for assessing exposure risk and management of VTS personnel potentially exposed to SARS-CoV-2 in coordination with state and/or local public health authorities and local VA facility infection prevention and control professional. Decisions for monitoring, excluding from work, or other public health actions for VTS Operators with potential exposure to SARS-CoV-2 should be made in consultation with Transportation Chief, Executive Leadership Team, and local VA facility Occupational Health. Refer to CDC guidance, Interim U.S. Guidance for Risk Assessment and Public Health Management of Health care Personnel with Potential Exposure in a Healthcare Setting to Patients with Coronavirus Disease 2019 (COVID-19), for additional information.
- VTS personnel who have been exposed to a patient with suspected or confirmed COVID-19 should immediately notify their chain of command to ensure appropriate follow-up.

- Any unprotected exposure (e.g., not wearing recommended PPE) should be reported to Occupational Health Services, a supervisor, or a designated infection control officer for evaluation.

- VTS and station Operators/Drivers should be alert for fever or other symptoms of COVID-19 (e.g., respiratory symptoms such as cough, shortness of breath, sore throat). See CDC link for further information about COVID-19 symptoms: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html. If symptoms develop, they should self-isolate and notify their supervisor and Occupational Health Services. In addition, it may be required that the local Public Health Authority be notified to arrange for appropriate evaluation.

- Based on local assessment of the situation and actions taken (e.g., self-quarantine), appropriate OSHA documentation may need to be completed.

Definition of Terms:

Source Control: Use of cloth face coverings or facemasks to cover a person's mouth and nose to prevent spread of respiratory secretions when they are talking, sneezing, or coughing. If a person has a tracheostomy (trach), it is important to cover the tracheostomy as well as the nose and mouth.

Personal Protective Equipment (PPE): Personal protective equipment (PPE) is used every day by health care personnel (HCP) to protect themselves, patients, and others when providing care. PPE helps protect HCP from many hazards encountered in health care facilities (e.g., gown, gloves, mask, eye protection).

Face Covering: Typically, textile (cloth) covers that are intended for source control (e.g., bandanas, cloth masks). Face coverings are not personal protective equipment (PPE).

Facemask: Facemasks are personal protective equipment (PPE) and are often referred to as surgical masks or procedure masks. Facemasks are designed to protect against splashes and sprays to the nose and mouth and also can provide source control.

N95 Respirator or equivalent: A respirator is a personal protective device that is worn on the face, covers at least the nose and mouth, and is used to reduce the wearer's risk of inhaling hazardous airborne particles (including dust particles and infectious agents), gases, or vapors. Respirators are certified by the CDC/NIOSH, including those intended for use in health care. Health care personnel should be medically cleared and fit tested if using respirators with tight-fitting facepieces (e.g., NIOSH-approved N95 respirator) and trained in the proper use of respirators, safe removal and disposal, and medical contraindications to respirator use.

Eye Protection: Eye protection (i.e., goggles or a face shield that covers the front and sides of the face) protect the eyes from splashes or sprays. Reusable face shields and goggles should be cleaned and disinfected after each use. Face shields are not a substitute for a facemask.

Note: Protective eyewear (e.g., safety glasses, trauma glasses) with gaps between glasses and the face likely do not protect the eyes from all splashes and sprays and not considered as eye protection. Regular reading glasses, prescription lenses or glasses, and sunglasses are also not typically considered eye protection.

B.4 SPECIAL CONTRACT REQUIREMENTS

1. NO SMOKING

Per VHA Directive 1085 Dated 3/15/19 All VA Health Care Facilities shall be smoke free. This directive applies to all patients, visitors, contractors, volunteers, and vendors.

2. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

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

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

(c) Please furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, system requirements, and training information for CPARS are available at www.cpars.gov. The CPARS User Manual, registration for online training for Contractor Representatives may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at www.cpars.gov Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection evaluations. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating, "No Comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither

signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

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

(1) Protect the evaluation as "source selection information." After review, transit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determination, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been completed.

3. BILLING AND PAYMENT

a) Contractor shall submit payment requests in electronic form via VA's Electronic Invoice Presentment and Payment system http://www.fsc.va.gov/fsc/einvoice.asp.

b) Sanitized invoices shall be submitted bi-weekly in arrears and shall include at a minimum:

- Date of invoice
- Invoice number
- Contract number
- Obligation number
- Vendor name
- CLIN(s) & associated cost
- Period being billed for

c) Correlated encrypted invoices shall be submitted to the COR referencing the following information:

- Copy of invoice
- Patient Name
- Patient's last four of social security number
- Prescription Number
- Name of medication and NDC number of dispensed drug

- Contractor's Charge

d) The VA will randomly audit billings.

4. CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor.

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of 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 shall affect price, quantity, or quality of performance of this contract.

The COR shall be responsible for the overall technical administration of this contract.

IN THE EVENT THE CONTRACTOR EFFECTS ANY SUCH CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER WITHOUT AUTHORITY, NO ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE TO COVER AN INCREASE IN COSTS INCURRED AS A RESULT THEREOF.

POINT OF CONTACT:

Contracting Officer (CO)
David E. Smith / 757-728-7156 / David.Smith78@va.gov

Contracting Specialist (CS)
Karen L. Crowe / 757-728-7083 / Karen.Crowe@va.gov

Contracting Officer's Representative (COR)
Heather Taylor / 540-982-2463 Ext. 6825 / Heather.Taylor3@va.gov

5. ESTIMATED QUANTITIES

The Government will award an IDIQ Firm Fixed Price (FFP) type contract to acquire services. A realistic estimated total quantity is included in the schedule of services. This estimate is not a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal. Task orders will be issued for performance as a not to exceed basis. All unit prices shall be fixed.

6. CONTRACTOR DUTIES

Contractor has responsibility for "Duty to Report" any fraud, waste and abuse witnessed while on VA premises to the Integrity & Compliance Officer.

B.5 VA INFORMATION AND INFORMATION SYSTEM SECURITY AND PRIVACY LANGUAGE FOR INCLUSION IN CONTRACTS, AS APPROPRIATE

1. **GENERAL.** This entire section applies to all acquisitions requiring any Information Security and Privacy language. Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

2. **VA INFORMATION CUSTODIAL LANGUAGE.** This entire section applies to all acquisitions requiring any Information Security and Privacy language.

   a. The Government shall receive unlimited rights to data/intellectual property first produced and delivered in the performance of this contract or order (hereinafter "contract") unless expressly stated otherwise in this contract. This includes all rights to source code and all documentation created in support thereof. The primary clause used to define Government and Contractor data rights is FAR 52.227-14 R*ights in Data – General.* The primary clause used to define computer software license (not data/intellectual property first produced under this contractor or order) is FAR 52.227-19, *Commercial Computer Software License.*

   b. Information made available to the contractor by VA for the performance or administration of this contract will be used only for the purposes specified in the service agreement, SOW, PWS, PD, and/or contract. The contractor shall not use VA information in any other manner without prior written approval from a VA Contracting Officer (CO). The primary clause used to define Government and Contractor data rights is FAR 52.227-14 *Rights in Data – General*.

   c. VA information will not be co-mingled with any other data on the contractor's information systems or media storage systems. The contractor shall ensure compliance with Federal and VA requirements related to data protection, data encryption, physical data segregation, logical data segregation, classification requirements and media sanitization.

   d. VA reserves the right to conduct scheduled or unscheduled audits, assessments, or investigations of contractor Information Technology (IT) resources to ensure information security is compliant with Federal and VA requirements. The contractor shall provide all necessary access to records (including electronic and documentary materials related to the contracts and subcontracts) and support (including access to contractor and subcontractor staff associated with the contract) to VA, VA's Office Inspector General (OIG), and/or Government Accountability Office (GAO) staff during periodic control assessments, audits, or investigations.

   e. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the

contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

f. The contractor shall not make copies of VA information except as specifically authorized and necessary to perform the terms of the contract. If copies are made for restoration purposes, after the restoration is complete, the copies shall be destroyed in accordance with VA Directive 6500, VA Cybersecurity Program and VA Information Security Knowledge Service.

g. If a Veterans Health Administration (VHA) contract is terminated for default or cause with a business associate, the related local Business Associate Agreement (BAA) shall also be terminated and actions taken in accordance with VHA Directive 1605.05, Business Associate Agreements. If there is an executed national BAA associated with the contract, VA will determine what actions are appropriate and notify the contactor.

h. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

i. The contractor's firewall and web services security controls, as applicable, shall meet or exceed VA's minimum requirements.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two situations: (i) in response to a qualifying order of a court of competent jurisdiction after notification to VA CO (ii) with written approval from the VA CO. The contractor shall refer all requests for, demands for production of or inquiries about, VA information and information systems to the VA CO for response.

k. Notwithstanding the provision above, the contractor shall not release VA records protected by Title 38 U.S.C. § 5705, Confidentiality of medical quality- assurance records and/or Title 38 U.S.C. § 7332, Confidentiality of certain medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV). If the contractor is in receipt of a court order or other requests for the above- mentioned information, the contractor shall immediately refer such court order or other requests to the VA CO for response.

l. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in

accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

m. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook 6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

n. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Directive 6500 and NIST 800-88, *Guidelines for Media Sanitization* prior to termination or completion of this contract. If directed by the COR/CO, the contractor shall return all Federal Records to VA for disposition.

o. Any media, such as paper, magnetic tape, magnetic disks, solid state devices or optical discs that is used to store, process, or access VA information that cannot be destroyed shall be returned to VA. The contractor shall hold the appropriate material until otherwise directed by the Contracting Officer's Representative (COR) or CO. Items shall be returned securely via VA-approved methods. VA sensitive information must be transmitted utilizing VA-approved encryption tools which are validated under FIPS 140-2 (or its successor) and NIST 800-52. If mailed, the contractor shall send via a trackable method (USPS, UPS, FedEx, etc.) and immediately provide the COR/CO with the tracking information. Self-certification by the contractor that the data destruction requirements above have been met shall be sent to the COR/CO within 30 business days of termination of the contract.

p. All electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) used to store, process or access VA information will not be returned to the contractor at the end of lease, loan, or trade-in. Exceptions to this paragraph will only be granted with the written approval of the VA CO.

3. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS.

This section applies when any person requires access to information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract.

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor.

b. Contractors and subcontractors shall sign the VA Information Security Rule of Behavior (ROB) before access is provided to VA information and information systems (see Section 4, Training, below). The ROB contains the minimum user compliance requirements and does not supersede any policies of VA facilities or other agency components which provide higher levels of protection to VA's information or information systems. Users who require privileged access shall

complete the VA elevated privilege access request processes before privileged access is granted.

c. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors shall be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office of Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP) is responsible for these policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of a Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

d. All contractors and subcontractors shall comply with conditions specified in VAAR 852.204-71(d); Contractor operations required to be in United States. All contractors and subcontractors working with VA information must be permanently located within a jurisdiction subject to the law of the United States or its Territories to the maximum extent feasible. If services are proposed to be performed abroad the contractor must state where all non-U.S. services are provided. The contractor shall deliver to VA a detailed plan specifically addressing communications, personnel control, data protection and potential legal issues. The plan shall be approved by the COR/CO in writing prior to access being granted.

e. The contractor shall notify the COR/CO in writing immediately (no later than 24 hours) after personnel separation or occurrence of other causes. Causes may include the following:

(1) Contractor/subcontractor personnel no longer has a need for access to VA information or VA information systems.

(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise has their work on a VA project discontinued for any reason.

(3) Contractor believes their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company- owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.

(4) Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.

(5) Contractor/subcontractor personnel have their authorization to work in the United States revoked.

(6) Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

f. In such cases of contract fulfillment, termination, or other causes; the contractor shall take the necessary measures to immediately revoke access to VA network, property, information, and information systems (logical and physical) by contractor / subcontractor personnel. These measures include (but are not limited to): removing and then securing Personal Identity Verification (PIV) badges and PIV – Interoperable (PIV-I) access badges, VA-issued photo badges, credentials for VA facilities and devices, VA-issued laptops, and authentication tokens. Contractors shall notify the appropriate VA COR/CO immediately to initiate access removal.

g. Contractors/subcontractors who no longer require VA accesses will return VA-issued property to VA. This property includes (but is not limited to): documents, electronic equipment, keys, and parking passes. PIV and PIV-I access badges shall be returned to the nearest VA PIV Badge Issuance Office. Once they have had access to VA information, information systems, networks and VA property in their possessions removed, contractors shall notify the appropriate VA COR/CO.

4. TRAINING. This entire section applies to all acquisitions which include section 3.

a. All contractors and subcontractors requiring access to VA information and VA information systems shall successfully complete the following before being granted access to VA information and its systems:

(1) VA Privacy and Information Security Awareness and Rules of Behavior course (Talent Management System (TMS) #10176) initially and annually thereafter.

(2) Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the Organizational Rules of Behavior, relating to access to VA information and information systems initially and annually thereafter; and

(3) Complete Basic Integrity and Compliance Awareness Training for all non-revenue staff TMS course #43790 shall be completed by contractor prior to access to any facility within VISN 6.

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or information access [to be defined by the VA program official and provided to the VA CO for inclusion in the solicitation document – i.e., any role- based information security training].

b. The contractor shall provide to the COR/CO a copy of the training certificates and certification of signing the Organizational Rules of Behavior for each applicable employee within five days of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the required training is complete.

5. **SECURITY INCIDENT INVESTIGATION.** This entire section applies to all acquisitions requiring any Information Security and Privacy language.

a. The contractor, subcontractor, their employees, or business associates shall immediately (within one hour) report suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues. After reporting to the ESD, the contractor, subcontractor, their employees, or business associates shall, within one hour, provide the COR/CO the incident number received from the ESD.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved and the circumstances surrounding the incident, including the following:

(1) The date and time (or approximation of) the Security Incident occurred.
(2) The names of individuals involved (when applicable).
(3) The physical and logical (if applicable) location of the incident.
(4) Why the Security Incident took place (i.e., catalyst for the failure).
(5) The amount of data belonging to VA believed to have been compromised.
(6) The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

c. After the contractor has provided the initial detailed incident summary to VA, they will continue to provide written updates on any new and relevant circumstances or facts they discover. The contractor, subcontractor, and their employes shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

d. VA IT contractors shall follow VA Handbook 6500, Risk Management Framework for VA Information Systems VA Information Security Program, and VA Information Security Knowledge Service guidance for implementing an Incident Response Plan or integrating with an existing VA implementation.

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

arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

f. The contractor shall comply with VA Handbook 6500.2, *Management of Breaches Involving Sensitive Personal Information*, which establishes the breach management policies and assigns responsibilities for the oversight, management and reporting procedures associated with managing of breaches.

g. With respect to unsecured Protected Health Information (PHI), the contractor is deemed to have discovered a data breach when the contractor knew or should have known of breach of such information. When a business associate is part of VHA contract, notification to the covered entity (VHA) shall be made in accordance with the executed BAA.

h. If the contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach involving any VA sensitive personal information the contractor/subcontractor processes or maintains under the contract; the contractor shall pay liquidated damages to the VA as set forth in clause 852.211-76, Liquidated Damages—Reimbursement for Data Breach Costs.

SECTION C - CONTRACT CLAUSES

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

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

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

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1, (FAR), https://www.va.gov/oal/library/vaar/index.asp (VAAR)

FAR / VAAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	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	OCT 2018 (DEVIATION NOV 2025)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025 (DEVIATION NOV 2025)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018 (DEVIATION NOV 2025)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	NOV 2023 (DEVIATION OCT 2025)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2020 (DEVIATION 2025

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2025 (DEVIATION 2025)
52.222-3	CONVICT LABOR	JUN 2003 (DEVIATION NOV 2025)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020 (DEVIATION NOV 2025)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020 (DEVIATION NOV 2025)
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020 (DEVIATION NOV 2025)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010 (DEVIATION NOV 2025)
52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018 (DEVIATION NOV 2025)
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES OCCUPATION CODE: 12010 AMBULANCE DRIVER - $19.92 & 12040 EMERGENCY MEDICAL TECHNICIAN - $19.92	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT	AUG 2018 (DEVIATION NOV 2025)
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021 (DEVIATION NOV 2025)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2025 (DEVIATION NOV 2025)
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026	JAN 2022 (DEVIATION NOV 2025)
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	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	FEB 2013 (DEVIATION SEP 2025)
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	AUG 1996 (DEVIATION NOV 2025)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004 (DEVIATION NOV 2025)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
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	MAR 2026 (DEVIATION FEB 2026)
852.204-71	INFORMATION AND INFORMATION SYSTEMS SECURITY	FEB 2023
852.211-76	LIQUIDATED DAMAGES & REIMBURSTMENT FOR DATE BREACH COST	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023 (DEVIATION)
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.222-71	COMPLAINCE WITH EXECUTIVE ORDER 13899	(DEVIATION) APR 2025
852.228-71	INDEMNIFICATION AND INSURANCE	MAR 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUEST	NOV 2018
852.237-72	CRIME CONTROL ACT OF 1990 – REPORTING OF CHILD ABUSE	OCT 2019
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019

(End of Clause)

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 15 September 2026 through 14 September 2030.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $10,000.00, 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 $5,000,000;

(2) Any order for a combination of items in excess of $13,000,000.00; or

(3) A series of orders from the same ordering office within 10 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 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to the 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 effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 14 September 2029.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of Clause)

C.7 52.222.90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

(b) General Liability $500,000.00 per occurrence.

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

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

(End of Clause)

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of Clause)

C.10 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

(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 arrangements 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 clause)

C.11 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)" after the date of the clause.

(b) The use in this solicitation or contract of any **Veterans Affairs Acquisition Regulation (VAAR)** (48 CFR Chapter **8**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

C.12 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JUN 2026) (DEVIATION)

a. The Contractor must comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when un-escorted, physical access to VA facilities, and/or logical access to VA information and VA information systems is required.

b. The Contractor must insert this clause in all subcontracts when the subcontractor's employees will require un-escorted, physical access to VA facilities, and/or logical access to VA information and VA information systems.

(End of Clause)

C.13 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 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. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk
Ambulance Driver
EMT (Emergency Medical Technician)
Paramedic
Critical Care Paramedic
Dispatch Coordinator (if applicable)
Administrative Support Staff (if they only handle scheduling, not VA data)

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: N/A

Tier 5: N/A

(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)

C.14 MANDATORY WRITTEN DISCLOSURES

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

(End of clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATIONS

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

Wage Determination (No. 2015-4315 Rev. 33) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4315/33

Wage Determination (No. 2015-4337 Rev. 34) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4337/34

Wage Determination (No. 2015-5899 Rev. 4) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-5899/4

Wage Determination (No. 2015-4375 Rev. 33) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-4375/33

Wage Determination (No. 2015-4381 Rev. 31) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-4381/31

Wage Determination (No. 2015-4415 Rev. 33) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-4415/33

Wage Determination (No. 2015-4411 Rev. 33) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-4411/33

Wage Determination (No. 2015-4311 Rev. 31) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4311/31

Wage Determination (No. 2015-4307 Rev. 32) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4307/32

Wage Determination (No. 2015-4319 Rev. 33) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4319/33

Wage Determination (No. 2015-5877 Rev. 4) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-5877/4

Wage Determination (No. 2015-4323 Rev. 36) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-4323/36

Wage Determination (No. 2015-4299 Rev. 31) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4299/31

Wage Determination (No. 2015-4317 Rev. 34) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4317/34

Wage Determination (No. 2015-4325 Rev. 37) was first posted on www.wdol.gov on 05/14/2026
https://sam.gov/wage-determination/2015-4325/37

Wage Determination (No. 2015-4305 Rev. 32) was first posted on www.wdol.gov on 05/13/2026
https://sam.gov/wage-determination/2015-4305/32

D.2 QUALITY ASSURRANCE SURVEILLANCE PLAN (QASP)

SEE ATTACHED DOCUMENT: P11 QASP – SALEM GROUND AMBULANCE SERVICES

D.3 ATTACHMENT A – SPECIALTY CARE TRANSPORT (SCT) OR CRITICAL CARE TRANSPORT (CCT) CONFIRMATION

REQUIRES SIGNATURE

D.4 ATTACHMENT B – VETERANS TRANSPORTATION SERVICES (VTS) PATIENT TRANSPORT PPE AND VEHICLE CLEANING / DISIFENCTION STANDARD OPERATING PROCEDURE (SOP)

D.5 PAST PERFORMANCE REFERENCE CONTRACT WORKSHEET

SECTION E - SOLICITATION PROVISIONS

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

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

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

E.1 INSTRUCTIONS TO QUOTERS

(a) Submission of Quotes

Quotes shall be submitted electronically to **Karen L. Crowe** at **Karen.Crowe@va.gov** on or before the date and time specified in the solicitation. At a minimum, each quote shall include:

(1) Completed Standard Form (SF) 1449

Quoters shall submit a completed, signed, and dated SF 1449 including the Quoter's name, address, telephone number, and Unique Entity Identifier (UEI).

(2) Required Quote Components

Quotes shall include all information necessary to evaluate the factors listed under the Basis for Award.

i. Section A – Offer Form (SF 1449)

• Submit a signed and dated SF 1449.
• Enter the SAM.gov UEI in block 17a along with Quoter's legal business name and address.

ii. Section B – Schedule of Services (Price)

• Provide pricing as requested in the Schedule of Services.
• No pricing information shall be included in the Technical Capability volume.

iii. Section C – Technical Capability

Submit a detailed technical narrative demonstrating the Offeror's ability to fully meet the Performance Work Statement (PWS). The narrative shall address the following:

Staffing: Demonstrate the availability of personnel with the appropriate qualifications, certification, equipment familiarity, operational processes, and resources to perform all services in the PWS.

Response Time: Demonstrate the ability to meet a **30-minute response time** for emergent or critical care requests.

Demand Surge Capability: Explain how the Offeror will handle increased service demand.

Vehicle Fleet: Provide a description that includes:

• Total number of available vehicles
• Ability to meet minimum fleet requirements and surge demands
• Make, model, year, and safety compliance of each vehicle
• Number of PWS-compliant vehicles dedicated specifically to VA service

Business License and Insurance:

• Provide copies of required licenses, certifications, and insurance for operation within the Commonwealth of Virginia.
• If any are pending, include a timeline for obtaining them.

Page Limit:

The Technical Volume shall not exceed **25 pages**, minimum **12-point font**, and **½-inch margins**.

The page limit includes charts, images, and exhibits, but excludes:

• Section dividers
• Table of contents
• Glossaries
• Cross-reference indices
• Resumes

Any pages exceeding the first 25 will not be evaluated.

iv. Section D – Past Performance

Offerors shall submit a narrative describing relevant past performance in providing ALS/BLS ambulance services. Submit up to **three (3)** contracts performed within the last **five (5)** years. For each reference, provide:

• Contract number
• Description of services performed
• Geographic location
• Period of performance
• Identification of the performing entity (Offeror or subcontractor)
• Role (prime or subcontractor)
• Contract POC with name, email, and phone number

(3) Section E – Representations and Certifications

Responses to provisions that require Quoter completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM), Quoters are required to have an active Federal Government contracts registration in SAM when they submit a quote and at the time of award.

(4) Compliance Requirement

Failure to submit all required documents or to comply with these instructions may result in the quote being rejected without further evaluation.

(b) Questions

Questions regarding this solicitation shall be submitted via email to **Karen.Crowe@va.gov** no later than **12:00 PM EST, July 14, 2026**.

Email Subject Line: *Ground Ambulance Transportation Services – Salem VA Health Care System*

Telephone inquiries will not be accepted.

c) Contract Award

The Government intends to evaluate quotes and award a contract in accordance with the Revolutionary FAR Overhaul Part 12 for streamlined commercial item acquisitions.

The Government may:

• Reject any or all quotes in the public interest
• Accept other than the lowest-priced quote
• Waive informalities or minor irregularities in quotes received

(d) Explanation to Unsuccessful Quoters

Award notices will be provided in accordance with the Revolutionary FAR Overhaul 12.301 and FAR Subpart 5.3 posting requirements.

(End of Provision)

E.2 BASIS FOR AWARD

(a) Basis for Award

Award will be made in accordance with Revolutionary FAR Overhaul Part 12, Simplified Acquisition Procedures (SAP).

The Government intends to award an **Indefinite Delivery/Indefinite Quantity (IDIQ) Firm-Fixed-Price (FFP)** contract to the responsible Offeror whose quote provides the **best overall value** to the Government, considering price and other factors.

Quotes will be evaluated using the following factors:

1. **Technical Capability**
2. **Past Performance**
3. **Veterans' Involvement**
4. **Price**

(b) Criteria for Award

Factor 1 - Technical Capability

The Government will evaluate quotations in accordance with FAR 13.106-2(b)(3) using a comparative evaluation process. Quotes will be assessed based on how well the proposed services meet the requirements outlined in the Performance Work Statement (PWS). The Government reserves the right to select a quotation that offers benefit beyond minimum requirements but is not obligated to do so.

Each quotation will receive an adjectival rating of **Satisfactory** or **Unsatisfactory** based on the extent to which it demonstrates capability, compliance, and value. Ratings will reflect both the quality and completeness of the quoter's technical approach.

The evaluation will consider the quoter's ability to successfully meet the following PWS requirements:

• Availability and qualifications of personnel, including required certifications, equipment familiarity, operational procedures, and resources sufficient to perform all services.

• Demonstrated capability to provide all required ambulance services, including Basic Life Support (BLS), Advanced Life Support (ALS), and Critical Care Transport (CCT).

• Ability to consistently meet the 30-minute response time requirement for emergent or critical care requests.

• Strategies and capacity to manage surge or increased demand, ensuring uninterrupted service.

• Adequacy, readiness, and compliance of the vehicle fleet, including available vehicles, ability to meet minimums and surge demands, safety compliance, and number of compliant vehicles dedicated solely to VA service.

• Possession of all required business licenses, certifications, and insurance for operation in the Commonwealth of Virginia, or—if pending—submission of an acceptable and realistic timeline for obtaining them.

• Assurance of continuous service availability as required by the PWS.

The Technical Evaluation Team will first determine whether each quotation meets minimum technical acceptability requirements. Quotations deemed technically acceptable will then be comparatively evaluated to determine which vendor provides the highest overall value, as reflected in the Satisfactory or Unsatisfactory rating assigned to their technical approach.

Factor 2 - Past Performance

The Government will evaluate the relevance, recency, and quality of the offeror's past performance for similar emergency and non-emergency ambulance services.

Information may be drawn from:

• Submitted references

• CPARS

• Government knowledge

• Any other reasonable sources

Offerors shall submit a narrative describing relevant past performance in providing ALS/BLS ambulance services. Offerors may submit up to three (3) contracts performed within the last five (5) years. For each reference, the offeror shall provide:

• Contract number

• Description of services performed

• Geographic location

• Period of performance

• Identification of the performing entity (offeror or subcontractor)

• Role (prime or subcontractor)

• Contract POC with name, email, and phone number

Past Performance will be evaluated comparatively using the adjectival ratings below. Ratings reflect the Government's level of confidence in the offeror's likelihood of successful performance based on demonstrated quality and relevance.

Adjectival Ratings and Definitions

Satisfactory – Past performance meets requirements and demonstrates an adequate level of quality and relevance. Available information supports a reasonable level of confidence in successful contract execution.

Example: Performance records show competent execution of similar ambulance service contracts with acceptable response times and standard satisfaction metrics.

Neutral – Little to no relevant past performance is available, or the information provided is insufficient for meaningful evaluation. A Neutral rating is not considered negative or positive.

Example: No prior ambulance service contracts or only unrelated contract history.

Unsatisfactory – Past performance contains material concerns, lack of relevance, or a history of poor quality, creating low confidence in the likelihood of successful performance.

Example: Documented issues with reliability, timeliness, service quality, or unresolved negative performance reports.

Comparative Determination:

Quotes will be compared against one another to determine which vendor's past performance provides the highest confidence of successful contract performance.

Factor 3 - Veterans Involvement

The Government will comparatively assess the extent and quality of the Offeror's Veterans Involvement. This includes evaluating the Offeror's status as a Service-Disabled Veteran Owned Small Business (SDVOSB), a Veteran Owned Small Business (VOSB), or the Offeror's proposed use of eligible SDVOSB/VOSB subcontractors.

Comparative considerations include:

• Whether the Offeror is a verified SDVOSB (highest consideration)
• Whether the Offeror is a verified VOSB
• Extent of proposed subcontracting to SDVOSB/VOSB entities
• Quality, relevance, and meaningfulness of proposed veteran involvement
• Whether the proposal demonstrates substantive veteran participation versus nominal inclusion

Quotes will be compared to determine which Offeror provides the most advantageous Veterans Involvement contribution toward VA's mission and socioeconomic priorities.

Factor 4 - Price

Price will be evaluated for fairness and reasonableness in accordance with Revolutionary FAR Overhaul Part 12.204.

The total evaluated price will be the sum of all line items required under this solicitation. The Government will evaluate the price by adding the total of all line-item prices, including all options. The Total Evaluated Price will be that sum. Evaluation of the price for the option period under FAR 52.217-8 will be accomplished by adding six months of the quoter's price for the last potential period of performance under this contract. The evaluation of options does not obligate the Government to exercise the option(s).

<u>Comparative Best-Value Determination</u>

After completing factor-by-factor comparisons, the Government will document:

• The advantages of each quote over the others

• Any price differences and their significance

• The rationale for selecting the quote that offers the best overall value

Award may be made to other than the lowest-priced vendor if the higher-priced quote is determined to provide additional value that is worth the price premium.

(End of Provision)

E.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):

FAR https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1 VAAR https://www.va.gov/oal/library/vaar/index.asp

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENS 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	NOV 2024 (DEVIATION)
52.209-7	INTERNATIONAL RESPONSIBILITY MATTERS	OCT 2018 (DEVIATION)
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERICIAL PRODUCTS AND COMMERCIALSERVICES	OCT 2025 (DEVIATION)
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020 (DEVIATION)
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	SEP 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	SEP 2018
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	SEP 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	SEP 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Provision)

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006) (DEVIATION)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of Provision)

E.7 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 ***Veterans Affairs Acquisition Regulation (VAAR)*** (48 CFR Chapter *8*) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)