Combined Synopsis/Solicitation Notice

SUBJECT* Non-Emergent Wheelchair Transportation Services

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	77056-5643
SOLICITATION NUMBER*	36C25626R0073
RESPONSE DATE/TIME/ZONE	07-29-2026 13:00 CENTRAL TIME, CHICAGO, USA
ARCHIVE	10 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	SDVOSBC
PRODUCT SERVICE CODE*	V212
NAICS CODE*	485991
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs Network Contracting Office 16 5075 Westheimer Road, Suite 750 Houston TX 77056-5643
POINT OF CONTACT*	Oney Kelly Oney.kelly@va.gov

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
			36C25626R0073	06-23-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Oney Kelly/ Contract Specialist	(713) 794-7141	07-29-2026 13:00 CDT

9. ISSUED BY CODE 36C256

Department of Veterans Affairs
Network Contracting Office 16
5075 Westheimer Road, Suite 750

Houston TX 77056-5643

10. THIS ACQUISITION IS

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

NAICS: 485991

SIZE STANDARD: $19 Million

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

12. DISCOUNT TERMS
Net 30

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

13b. RATING
N/A

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

15. DELIVER TO CODE 36C580

Department of Veterans Affairs
Michael E. DeBakey VA Medical Center
Receiving Warehouse Building 100
2002 Holcombe BLVD
Houston TX 77030-4298

16. ADMINISTERED BY CODE 36C256

Department of Veterans Affairs
Network Contracting Office 16
5075 Westheimer Road, Suite 750

Houston TX 77056-5643

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 580

FSC e-Invoice Payment
http://www.fsc.va.gov/fsc/einvoice.asp
Invoice Setup Information 1-877-489-6135
Invoice must be submitted electronically

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor to provide Non-emergent Wheelchair Transportation Services 24/7 including holidays IAW PWS. All documentation is due by referenced date and time specified in block 8. All questions must be submitted by 07/08/2026 @ 1300 cst. pm via email to Oney.kelly@va.gov Offerors are required to sign and return SF 1449 solicitation and all subsequent amendments. No questions shall be answered via telephone calls. (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)
Ashley Haslauer
Contracting Officer

31c. DATE SIGNED

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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 36C256/Ashley Haslauer
Department of Veterans Affairs
Network Contracting Office 16
5075 Westheimer Road, Suite 750
Houston TX 77056-5643

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] Per Trip

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 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

N/A

3. VA INFORMATION CUSTODIAL LANGUAGE

N/A

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

N/A

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

N/A

6. SECURITY INCIDENT INVESTIGATION

N/A

7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

(a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

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

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

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

(1) Notification;

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

(3) Data breach analysis;

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

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

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

8. SECURITY CONTROLS COMPLIANCE TESTING

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

9. TRAINING

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

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

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

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

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

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

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

(End of Clause)

PERFORMANCE WORK STATEMENT

SECTION 1 - GENERAL DESCRIPTION

The Department of Veterans Affairs (VA), Michael E. DeBakey VA Medical Center (MEDVAMC) in Houston, TX 77030 has a requirement for Non-Emergent, Wheelchair Transportation Services for Michael E. DeBakey VAMC, its associated Community-Based Outpatient Clinics (CBOCs), and Affiliated Healthcare Clinics. This acquisition is for a single award, Firm Fixed Price (FFP) IDIQ contract not to exceed (NTE) 5 years.

NON-PERSONAL SERVICES:

The Government shall neither supervise Contractor personnel nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign work to, or prepare work schedules for, individual Contractor personnel. It shall be the responsibility of the Contractor to manage its personnel and to guard against any actions that are the nature of personal services or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the CO immediately.

PERIOD OF PERFORMANCE

The expected period of performance is a base of one (1) year consisting of twelve (12) months, and four (4) additional, one (1) year ordering periods that are each twelve (12) months in length.

Performance of services will begin thirty (30) calendar days following contract award unless an alternate date is mutually established between the government and the contract awardee.

ORDERING PERIODS:

Base Order Period: 12 months (30 days after award)
Order Period 1: 12 months
Order Period 2: 12 months
Order Period 3: 12 months
Order Period 4: 12 months

PLACE OF PERFORMANCE

The Place of Performance is variable and will occur within the states of Texas, Oklahoma, Arkansas, and Louisiana; wheelchair services may be required to or from locations including, but not limited to the following:

i. Michael E. DeBakey VAMC to include specific Atrium Clinics, Emergency Department, pavilions, or out-buildings on the Michael E. DeBakey VAMC campus.

ii. The Michael E. DeBakey VAMC address is: 2002 Holcombe Blvd, Houston TX 77030.

iii. Michael E. DeBakey VAMC Community-Based Outpatient Clinics (CBOCs):

CBOC Name	Address
Beaumont VA Clinic	3420 Veterans Circle, Beaumont, TX 77707

Charles Wilson Department of Veterans Affairs Outpatient Clinic	2206 North John Redditt Dr, Lufkin, TX 75904
Conroe VA Clinic	690 South Loop 336 West, Suite 300, Conroe TX 77304
Galveston County VA Clinic	3828 Avenue N, Galveston, TX 77550
Katy VA Clinic	750 West Green Blvd., West Green Professional Building, Katy, TX 77450
Kingwood VA Clinic	1485 FM 1960 Bypass Road East, Humble Medical Plaza, Suite 340, Humble, TX, 77338
Lake Jackson VA Clinic	208 South Oak Drive, Suite 700, Lake Jackson, TX, 77566
Richmond VA Clinic	22001 Southwest Freeway, Suite 200, Richmond, TX, 77469
Sugar Land VA Clinic	1327 Lake Pointe Parkway, Suite 515, Sugar Land, TX 77478
Texas City VA Clinic	9300 Emmett F. Lowery Expressway, Suite 206, Texas City, TX 77591
Tomball VA Clinic	1200 West Main St, Tomball, TX 77375

iv. Other VA Medical Centers, Hospitals, or CBOCs within Veterans Integrated Service Network (VISN) 16 including, but not limited to:

Medical Center Name:	**Address:**
Overton Brooks VA Medical Center	510 E Stoner Ave, Shreveport, LA 71101
Alexandria VA Medical Center	2495 Shreveport Hwy,

	Pineville, LA 71360
South Texas Veterans Healthcare System	7400 Merton Minter, San Antonio, TX 78229
VA North Texas Health Care System	4500 S Lancaster Rd, Dallas, TX, 75216

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

vi. Veteran's residence.

vii. Local airports including George Bush Intercontinental Airport 2800 N Terminal Rd, Houston, TX 77032; William P. Hobby Airport, 7800 Airport Blvd, Houston, TX 77061.

BACKGROUND:

The Michael E. DeBakey VAMC main campus is located at 2002 Holcombe Blvd, Houston TX 77030 serving over 130,000 Veteran patients, primarily from the Houston area and its Community-Based Outpatient Clinics (CBOCs). The MEDVAMC has 500 Veteran inpatient beds and sees approximately 8500 -inpatient admissions and 2.2 million outpatient visits a year.

Veteran patients served within this facility lives within the following counties and zip codes.

County/Zip Code	County/Zip Code	County/Zip Code	County/Zip Code
Harris/77001	Harris/77002	Harris/77003	Harris/77004
Harris/77005	Harris/77006	Harris/77007	Harris/77008
Harris/77009	Harris/77010	Harris/77011	Harris/77012
Harris/77013	Harris/77014	Harris/77015	Harris/77016
Harris/77017	Harris/77018	Harris/77019	Harris/77020
Harris/77021	Harris/77022	Harris/77023	Harris/77024
Harris/77025	Harris/77026	Harris/77027	Harris/77028
Harris/77029	Harris/77030	Harris/77031	Harris/77032
Harris/77033	Harris/77034	Harris/77035	Harris/77036
Harris/77037	Harris/77038	Harris/77039	Harris/77040
Harris/77041	Harris/77042	Harris/77043	Harris/77044

Harris/77045	Harris/77046	Harris/77047	Harris/77048
Harris/77049	Harris/77050	Harris/77051	Harris/77052
Harris/77053	Harris/77054	Harris/77055	Harris/77056
Harris/77057	Harris/77058	Harris/77059	Harris/77060
Harris/77061	Harris/77062	Harris/77063	Harris/77064
Harris/77065	Harris/77066	Harris/77067	Harris/77068
Harris/77069	Harris/77070	Harris/77071	Harris/77072
Harris/77073	Harris/77074	Harris/77075	Harris/77076
Harris/77077	Harris/77078	Harris/77079	Harris/77080
Harris/77081	Harris/77082	Harris/77083	Harris/77084
Harris/77085	Harris/77086	Harris/77087	Harris/77088
Harris/77089	Harris/77090	Harris/77091	Harris/77092
Harris/77093	Harris/77094	Harris/77095	Harris/77096
Harris/77097	Harris/77098	Harris/77099	Harris/77201
Harris/77202	Harris/77203	Harris/77205	Harris/77206
Harris/77207	Harris/77208	Harris/77210	Harris/77213
Harris/77215	Harris/77217	Harris/77218	Harris/77219
Harris/77219	Harris/77220	Harris/77221	Harris/77222
Harris/77223	Harris/77224	Harris/77225	Harris/77226
Harris/77227	Harris/77228	Harris/77229	Harris/77230
Harris/77231	Harris/77233	Harris/77234	Harris/77235
Harris/77236	Harris/77237	Harris/77238	Harris/77240
Harris/77241	Harris/77242	Harris/77243	Harris/77244

Harris/77245	Harris/77248	Harris/77249	Harris/77251
Harris/77252	Harris/77253	Harris/77254	Harris/77255
Harris/77256	Harris/77257	Harris/77258	Harris/77259
Harris/77261	Harris/77262	Harris/77263	Harris/77265
Harris/77266	Harris/77267	Harris/77268	Harris/77269
Harris/77270	Harris/77271	Harris/77272	Harris/77273
Harris/77274	Harris/77275	Harris/77277	Harris/77279
Harris/77280	Harris/77281	Harris/77282	Harris/77284
Harris/77287	Harris/77288	Harris/77289	Harris/77290
Harris/77291	Harris/77292	Harris/77293	Harris/77315
Harris/77325	Harris/77336	Harris/77337	Harris/77338
Harris/77339	Harris/77345	Harris/77346	Harris/77347
Harris/77373	Harris/77375	Harris/77377	Harris/77379
Harris/77383	Harris/77388	Harris/77389	Harris/77391
Harris/77396	Harris/77401	Harris/77402	Harris/77410
Harris/77411	Harris/77413	Harris/77429	Harris/77433
Harris/77447	Harris/77449	Harris/77450	Harris/77491
Harris/77492	Harris/77493	Harris/77501	Harris/77502
Harris/77503	Harris/77504	Harris/77505	Harris/77506
Harris/77507	Harris/77508	Harris/77520	Harris/77521
Harris/77522	Harris/77530	Harris/77532	Harris/77536
Harris/77547	Harris/77562	Harris/77571	Harris/77572
Harris/77586	Harris/77587	Harris/77598	Jefferson/77613

Jefferson/77619	Jefferson/77622	Jefferson/77627	Jefferson/77629
Jefferson/77640	Jefferson/77641	Jefferson/77642	Jefferson/77643
Jefferson/77651	Jefferson/77655	Jefferson/77701	Jefferson/77702
Jefferson/77703	Jefferson/77704	Jefferson/77705	Jefferson/77706
Jefferson/77707	Jefferson/77708	Jefferson/77709	Jefferson/77710
Jefferson/77713	Jefferson/77720	Jefferson/77725	Jefferson/77726
Angelina/75901	Angelina/75902	Angelina/75903	Angelina/75904
Angelina/75915	Angelina/75941	Angelina/75949	Angelina/75969
Angelina/75980	Montgomery/77301	Montgomery/77302	Montgomery/77303
Montgomery/77304	Montgomery/77305	Montgomery/77306	Montgomery/77316
Montgomery/77318	Montgomery/77333	Montgomery/77353	Montgomery/77354
Montgomery/77355	Montgomery/77356	Montgomery/77357	Montgomery/77362
Montgomery/77356	Montgomery/77362	Montgomery/77365	Montgomery/77372
Montgomery/77378	Montgomery/77380	Montgomery/77381	Montgomery/77382
Montgomery/77384	Montgomery/77385	Montgomery/77386	Montgomery/77387
Montgomery/77393	Galveston/77510	Galveston/77517	Galveston/77518
Galveston/77539	Galveston/77546	Galveston/77549	Galveston/77550
Galveston/77551	Galveston/77552	Galveston/77553	Galveston/77554
Galveston/77563	Galveston/77565	Galveston/77568	Galveston/77573
Galveston/775 74	Galveston/77590	Galveston/77591	Galveston/77592
Galveston/77617	Galveston/77623	Galveston/77650	Fort Bend/77053
Fort Bend/77406	Fort Bend/77417	Fort Bend/77441	Fort Bend/77444
Fort Bend/77451	Fort Bend/77459	Fort Bend/77461	Fort Bend/77464

Fort Bend/77469	Fort Bend/77471	Fort Bend/77476	Fort Bend/77477
Fort Bend/77478	Fort Bend/77479	Fort Bend/77481	Fort Bend/77487
Fort Bend/77489	Fort Bend/77494	Fort Bend/77496	Fort Bend/77497
Fort Bend/77545	Waller/77423	Waller/77445	Waller/77446
Waller/77466	Waller/77484	Brazoria/77422	Brazoria/77430
Brazoria/77431	Brazoria/77463	Brazoria/77480	Brazoria/77486
Brazoria/77511	Brazoria/77512	Brazoria/77515	Brazoria/77516
Brazoria/77531	Brazoria/77534	Brazoria/77541	Brazoria/77542
Brazoria/77566	Brazoria/77577	Brazoria/77578	Brazoria/77581
Brazoria/77583	Brazoria/77584	Brazoria/77588	Polk/75934
Polk/75939	Polk/75960	Polk/77326	Polk/77332
Polk/77335	Polk/77350	Polk/77351	Polk/77360
Chambers/77514	Chambers/77560	Chambers/77580	Chambers/77597
Chambers/77661	Chambers/77665	Liberty/77327	Liberty77328
Liberty/77368	Liberty/77369	Liberty/77533	Liberty/77535
Liberty/77538	Liberty/77561	Liberty/77564	Liberty/77575
Liberty/77582	San Jacinto/77331	San Jacinto/77359	San Jacinto/77364
San Jacinto/77371			

DEFINITIONS

CONTRACT DEFINITIONS/ACRONYMS

1. **Base Rate** - is the rate paid for one-way transportation from the MEDVAMC treatment center to a designated drop-off point or from a designated pick-up point to the MEDVAMC. This rate will be paid for all authorized one-way trips ordered under this contract action during all phases of the trip made on behalf of the Government. The Base Rate shall constitute full compensation for one-way trips which do not exceed the "Mileage Threshold" for each identified Medical facility.

2. **Beneficiar**y - Veteran determined to be eligible for benefits by the Veterans Administration (VA).

3. **Beneficiary Trip Scheduling** - VA will contact the Contractor by 3:30 PM (CST) on the day prior to scheduling transportation appointments. At the time of a trip request, the VA will provide pickup/delivery time and place, and contractor shall provide a reference number for billing, or resolution of any questions. The form and method of communication from VA to the Contractor shall be done, all scheduling and billing will be through the VA program Vetride.
4. **Contracting Officer (CO)** - VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
5. **Contracting Officer Representative (COR)** - VA official responsible for providing contract oversight and technical guidance to the CO. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and overseeing the vehicle inspection team. All administrative functions remain with the CO.
6. **Contractor** - The term "Contractor" as used herein refers to both the prime Contractor and his employees, and any subcontractors and their employees. The Contractor shall be responsible for assuring that their subcontractors comply with the terms and conditions of this contract.
7. **Discharge services** - Trips requiring transport upon beneficiary discharge from facility. Travel coordinator will advise the Contractor as to any travel and/or time restrictions.
8. **Dry Run** - A dry run is a request for service by authorized Medical Center personnel, whereby the Contractor arrives at the designated pick-up point, and no patient is transported due to a change in the Medical Center's needs and verified by VA staff. The Contractor will be entitled to the base rate only when dry runs are encountered due to no fault or negligence by the Contractor.
9. **Facility Location**: With trips that do not originate or terminate at the MEDVAMC the contractor will calculate mileage from Point A (facility location) to Point B (pick up location) to Point C (drop off location) and deduct 30 miles from the total.
10. **Gender** – Male or female will be specified when request is placed.
11. **Mileage Rate** - Mileage rate for transportation services is the rate paid for each mile traveled beyond the specified mileage threshold for each applicable medical facility. This rate applies to one-way transportation only. In no event shall the Contractor receive this rate for miles traveled inside the specified mileage threshold.
12. **Mileage Reimbursement** - Reimbursement for mileage outside the contract Mileage Thresholds of coverage, shall be at the mileage rate stated in the schedule, and shall be based upon the miles from the pick-up point and the specified destination. Distances beyond the contract Mileage Threshold areas of coverage shall be calculated using current established cost per mile.
13. **Bing Mileage Guide**. Allowable charges for mileage outside the contract Mileage Threshold areas of coverage, shall not exceed +5% of the current Bing Standard Mileage Guide.
14. **Mileage Threshold** - Charges for travel within the medical facilities threshold shall be inclusive with the base rate. One-Way mileage for travel beyond the mileage threshold shall be claimed under the facility applicable mileage rate.
15. **Non-Emergency, Special Needs, Ground Transportation** - consists of providing non-emergency transportation (wheelchair) to VA eligible beneficiaries to and from authorized VA medical facilities, VA CBOC's, and/or other VA medical treatment or care locations.
16. **Quality Assurance** - Those actions taken by the Government to ensure services meet the requirements of this contract.
17. **Quality Assurance Evaluator**(s) Government personnel responsible for surveillance of contractor performance.
18. **Quality Assurance Surveillance Plan** -An organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor's continuous performance.
19. **Quality Control** - Those actions taken by the Contractor on how to control the required services so they will meet the requirements of the contract.
20. **For return trips** from scheduled outpatient visits, clients should not have to wait more than 30 minutes for pick up, no matter where patient lives.

21. **Short Scheduled Trip**(s)- Trip(s) that have been scheduled in advanced, repeated trips e.g. dialysis.
22. **Vehicle(s)** - The term -Vehicle(s) refers to all modes of transportation provided (wheelchair) under the requirements of this contract, unless a specific mode of transportation is identified.
23. **Waiting Grace Period** -The base rate for transportation services shall include a fifteen (15) minute waiting grace period at origin and destination.

SCOPE/REQUIREMENTS

a. **Types of Non-emergent Wheelchair Transportation Services:**

i. The Contractor shall provide Non-Emergent, Wheelchair Transportation Services for Michael E. DeBakey VAMC, its associated CBOCs, and Affiliated Healthcare Clinics on an as-needed basis in accordance with all Federal, state, and local regulations.

ii. Occasionally a Veteran patient will need to be transported with VA personnel and equipment; the contractor shall return VA personnel and equipment to the original place of pick-up.

iii. **Transport of Miscellaneous Items with the Patient:**

The Contractor may also be required to transport patient luggage (one at a time, no more than 20 pounds), medical records, medication, and comfort items from pickup points to the destination at no additional cost to the Government. Luggage to be transported will be limited to valises. When patients are transported to the Michael E DeBakey Veterans Health Care System, the 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. All patient records transported with the patient are confidential in accordance with HIPAA.

HOURS OF PERFORMANCE AND NOTIFICATION

a. Contractor shall provide Veteran patient Non-Emergent, Wheelchair transportation services for eligible Veteran beneficiaries as requested 365 days a year, 24 hours a day, regardless of distance.

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

c. Electronic Transmissions: The Contractor shall propose an electronic media, for example, facsimile, e-mail, available at all times during the contracting period to communicate requirements such as, but not limited to, Veteran patient incidents, requests for services, special correspondence with the VA. Use of this communication system will be mutually agreed upon after award but prior to contract performance.

d. Contractor Personnel Roster: Within seven (7) days after contract award the contractor shall provide the following employee information:

1. Name

2. Position
3. Title, and
4. Work assignment area

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

CONTRACTOR PERSONNEL AND STAFFING QUALIFICATIONS:

a. Contractor personnel performing services under this contract shall be courteous and always conduct themselves in a business manner while providing these services. They shall meet the following minimum requirements below (to include but not limited to). All proof shall be provided to the CO and COR within 5 days of notification of award:

b. Be 25 years of age or older.
c. Hold a valid Texas Driver/Operator's License (Class D or higher) from the Office of Motor Vehicles.
d. Provide an official driving record from the Office of Public Safety with no more than two driving violations and no Driving While Intoxicated (DWI) violations within the past three (3) years.
e. Furnish a Criminal Background Check from the Texas Police, Bureau of Criminal Identification that shows no record of felony convictions.
f. Proof of successful completion of a National Safety Council (or its equivalent) approved Defensive Driving Course with Defensive Driving Course completion certificate that is not older than one (1) year old.
g. Successful completion of a certified First Aid Course with First Aid Course completion certificate not older than two (2) years old.
h. Successful completion of a course of instruction in cardiopulmonary resuscitation by either the American Heart Association (Heart Saver Level or equivalent) or the American Red Cross (Adult CPR or equivalent) with course completion certificate that is not older than two (2) years old.
i. Non-Emergent Wheelchair Transport Drivers & Other Personnel shall also possess certifications.
j. Non-emergent wheelchair van transport drivers 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.
k. If the contractor wishes to add or replace personnel throughout the life of the contract, it shall provide evidence of required training, certifications, licensing (i.e., Driver & Transportation-for-Hire), and any other qualifications to the Contracting Officer's Representative (COR) for review.
l. All wheelchair transport drivers shall have a valid driver's license IAW 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.
m. Investigative Requirements for Contract Personnel: Contract personnel will be subject to the same investigative requirements as those for regular VA appointees and employees. Fingerprinting for contract personnel will be conducted at any VA center location. Thereafter, the contracted employees will be subject annually to the same investigative requirements as those for regular VA appointees and employees, with a 90-day window to complete such requirements as provided by Medical Center. The Workforce Management and Consulting, Human Resource Operation Office, Personnel Security Contracting Team (WMC HROO PerSec Contracting Team) is responsible for adjudicating all background investigations for contract employees.

Tuberculosis Exposure Control Policy

1. The contractor shall provide the VA with a policy on tuberculosis (TB) exposure and control, to include TB decontamination, within 5 business days upon award of contract by the Government.

2. The contractor shall have its personnel tested for TB IAW 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 at the start of each Ordering Period.

CONTRACTOR PERFORMANCE

In the event, the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the Contracting Officer, the VA Contracting Officer Representative (COR) and provide a justification for non-performance. The VA reserves the right to obtain services from another source if Contractor is unable to perform the required services.

ESCORT

f. The VA reserves the right to have an escort, such as a relative, or care provider of beneficiary, or VA staff accompany beneficiary when the VA determines that such an escort is in the best interest of the beneficiary.

g. The VA will also be the sole judge in determining when an escort is required. There shall be no additional charge to the VA when escorts are authorized to travel with beneficiary. Contractor shall only be required to transport escort with Veteran patient and shall not be required to return the escort back to point of origin, unless transporting with the beneficiary.

SUBSTITUTION OF BENEFICIARY

The VA reserves the right for substitution of the beneficiary requiring services at any time during the performance of this contract, to prevent delays, cancellations, or dry runs. There shall be no additional charge to the VA when such changes occur.

REQUESTS FOR SERVICES

h. Prior to performance, the CO shall provide the Contractor with a list of names or position titles and phone numbers of authorized Michael E. DeBakey VAMC point of contact (POC) who may request services and receive calls from the Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur.

i. The Contractor shall ensure that requests for services are only received from designated Michael E. DeBakey VAMC POC on the above stated authorized list of Michael E. DeBakey VAMC POC. Services rendered in response to requests from other than authorized Michael E. DeBakey VAMC POC shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor. The Contractor shall normally transport only one beneficiary per trip, but when specifically requested by an authorized Michael E. DeBakey VAMC POC additional beneficiaries are to be transported. When more than one beneficiary is transported reimbursement for the second Veteran patient mileage will not be charged, however, mileage will only be paid for the longest distance over which a Veteran patient is transported.

j. When ordering services, the Michael E. DeBakey VAMC will provide the following information:

1. Required date and time of arrival;
2. Name of beneficiary;
3. Pick-up and delivery point;
4. Type of equipment necessary ; Be able to secure O2 canisters traveling with the Veteran
5. Any other special instructions;
6. Response Time -Appearance at patient location within one hour of receiving request for transport, or no later than two hours of receiving the request.

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

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

a. Date and Time of Service Call

b. Name of Beneficiary Requiring Services

c. Type of Transportation Requested

d. Pick Up and Delivery Points (i.e. Embarkation & Disembarkation Locations)

e. Actual Time of Arrival at Pick Up and Delivery Points

f. Actual Waiting Time at Pick Up and Delivery Points (if waiting charges are claimed)

g. Driver's name

h. Vehicle Used and relevant identifying information

i. Any other comments regarding the trip.

NOTE: When monthly invoices are submitted for payment the Contractor shall submit trip logs, trip tickets, and/or trip summaries along with their invoice so that appropriate reconciliation and verification can be done by the Michael E. DeBakey VAMC (before payment is made for the services rendered).

DRY RUNS

l. The Contractor will be entitled to the base rate only when dry runs are encountered due to no fault or negligence of the Contractor.

m. Contractor will receive full compensation of the base rate for a cancelled trip unless notified by Michael E. DeBakey VAMC POC of the cancellation prior to the contractor's vehicle being dispatched.

n. Should the Contractor arrive at the destination before VAMC POC cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor's control, e.g., incorrect address, or Veteran patient absence, or Veteran patient refusal, then the Contractor shall receive 100% of base rate for a one-way trip as provided in the schedule.

o. Contractor must report all dry runs at time of occurrence and verify with VAMC POC before driver is allowed to depart location. Driver will attempt to contact VAMC POC for 15 minutes but may leave after waiting 15 minutes if they are unable to reach VAMC POC dispatcher by telephone.

p. Contractor will not charge for trips if driver arrives later than 15 minutes and Veteran patient missed a scheduled clinic appointment.

VETERAN PATIENT RIGHTS

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

r. The Contractor shall immediately notify the VA of any incidents involving injury to Veteran patients during transport. The Contractor shall promptly complete and submit to the CO and COR a VA Incident Report of Contact, VA Form 119, with all information necessary for a full review. VA will provide this form to vendor after award.

s. The Contractor shall notify the COR and CO, in writing within 24 hours of any complaints made by the Veteran patients with regards to transportation services. The Contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No recommendation shall be construed as being effective until and unless it is provided as a written modification to the contract from the CO.

t. The Contractor shall assist the beneficiary from the departure point to the vehicle and to their destination point. Upon delivery of psychiatric Veteran patient to the Veteran patient ward the Contractor shall obtain from the responsible Michael E. DeBakey VAMC POC for the beneficiary a signed receipt, the receipt shall be retained by the Contractor. If the beneficiary is to be picked up for a return trip, a trip number shall be left with the staff member identifying the beneficiary's trip number to be used when calling for pickup.

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

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

SAFETY REQUIREMENTS

w. In order to protect the lives and health of patients, the Contractor shall take such safety precautions as the CO, or designate, may determine to be reasonably necessary (Such as an event

where there is a medical emergency during the transport). Drivers shall project responsible, professional and courteous behavior. Drivers must exercise the utmost safety in caring for recipients while transporting them and guard against becoming insensitive to their physical and emotional condition(s). Contractor shall be responsible for any injury to themself, employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by the employees' fault or negligence. Exercising a high quality of care and concern in the provision of services reflects positively on the Non-Emergency Medical Transportation (NEMT) Program for Michael E. DeBakey VAMC.

x. Drivers must ensure:

a. The equipment and vehicles used are kept clean and serviceable at all times.

b. All laws of the State of Texas are observed while transporting a vehicle with passengers.

c. The vehicle is safe and in excellent operating condition.

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

z. Drivers must:

a. Not consume or be under the influence of intoxicating liquor, narcotic drugs or amphetamines within four hours of going on duty or while operating a motor vehicle.

b. Assure that any vehicle they drive with "for hire," "handicapped" or "public" license plates comes to a complete stop as required by state law. This includes all railroad crossings.

c. Exercise extreme caution in the operation of a vehicle when hazardous conditions such as those caused by snow, ice, sleet, fog, mist, rain, dust or smoke adversely affect visibility or traction. Speed must be reduced when such conditions exist. If conditions become sufficiently dangerous, the operation of the vehicle must be discontinued or operated to the nearest point at which the safety of the passengers is assured.

d. Use turn signals not less than 100 feet in advance of and during the turning movement of the vehicle. Turn signals must be flashed to indicate the direction of vehicle movement in traffic lanes.

e. Have been instructed in the proper procedures required to move recipients into and out of the vehicle equipped to transport non-ambulatory wheelchair recipients.

f. Ensure all passengers are wearing seatbelts or are otherwise secured.

g. Ensure that no smoking, eating, or drinking occurs in the vehicle in accordance with current Occupational, Safety and Health Administration (OSHA) regulations.

h. Always turn the engine off when fueling a motor vehicle and never fuel the vehicle where there is smoke or an open flame.

aa. The COR, or their designatee, will notify the Contractor of any safety non-compliance and the action to be taken.

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

cc. In the event of any incident/accident involving a beneficiary, or while transporting a beneficiary, during contract performance, the contractor shall immediately inform the COR verbally, and then follow up in writing with a written report within 5 days to be delivered to the COR & CO electronically. The PO# or Contract# for reference in subject title followed by a brief description. Report shall be delivered via email.

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

INTERFERENCE WITH NORMAL FUNCTIONS

The Contractor's personnel are required to interrupt their work at any time so as not to interfere with the normal functioning of the Michael E. DeBakey VAMC, including utility services, fire protection systems, and passage of Veteran patients, Michael E. DeBakey VAMC staff, equipment, emergency and/or service carts. These interruptions should only be occasional. Any interruptions considered to be excessive should be brought to the attention of the CO and COR. This may be due to Contractor has multiple clients.

CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP)

The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. The QCP shall be submitted as part of the contractor's offer in response to the solicitation. The Contractor's QCP shall include the following and/or be incorporated during actual performance of the contract. The minimum requirements of the QCP are listed in this section below (3 paragraphs below). Contractor is encouraged to exceed minimum requirements when establishing and/or formulating their QCP.

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

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

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

1. CONTINGENCY PLAN: (In case VetRide Vendor Portal is down) A description of the method/system used to log all service requests. 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 that the log will be sent to the COR monthly.

ii. 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).

iii. The Government shall prepare a QASP after contract award derived from the PWS and contractor's submitted QCP. 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.

iv. The QASP will specify the work requiring surveillance and the Government's method of surveillance.

ee. Minimum Performance Standards:

i. The contractor shall maintain performance standards IAW the standards outlined in the table below. Failure to meet the Acceptable Quality Levels (AOL) may result in termination of the contract.

ii. The QASP will include the standards below as well as others derived from the successful offeror's QCP.

Acceptable Quality Levels (AQL).

Task	Standard	Acceptable Quality Level	Method of Surveillance
Provide on-time non-emergent wheelchair van services.	Scheduled patient pick-ups shall not deviate more than 15 minutes past the scheduled pick-up time for scheduled orders.	97%	Customer Feedback
Incident Reporting	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	Provide a monthly invoice including secondary documentation IAW Section of the PWS	95%	100% inspection of monthly invoices/reports

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

SECTION 2 - CONTRACTOR VEHICLE, INSURANCE, AND LICENSE PLATE REQUIREMENTS

<u>CONTRACTOR VEHICLE REQUIREMENTS:</u>

Wheelchair vans shall meet all applicable federal, state, and local regulations and specifications, including but not limited to licensing (i.e., Driver & Transportation-for-Hire), registration, and safety standards.

Contractor vehicles used for the performance of services shall meet the minimum requirements below (to include but not limited to):

Vehicles must be certified by the Texas Department of Public Safety.

Vehicle must have a valid motor vehicle inspection sticker displayed that was issued by the state of Texas or one of its municipalities.

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

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

No Smoking and Fasten Seat belt signs displayed in areas readily visible by passengers.

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

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

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

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

Windshield and all glass windows-Windshield in driver's view have no stars or cracks and all window glass is intact.

Wipers/Washers - Wipers and washers are functioning properly.

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

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

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

Horn-horn is in working order.

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

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

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

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

First Aid Kit: Vehicles must contain a first aid kit that at a minimum meets Occupational Safety and Health Act (OSHA) and any other Federal, State, and Local regulations.

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

a. Plastic Strips¾" X 3" Adhesive Tape ½" X 5 yds

b. Gauze Bandage 1"

c. Gauze Bandage 2"

d. Non-adherent Pads 2" X 3"

e. Oval Eye Pads 2" X 3" Cold Pack

f. Bagged Pair of Latex Gloves Butterfly Bandages Med

g. Fabric Strips¾" X 3" Triangular Bandage Ammonia Inhalants

h. First Aid Cream 7/8 oz. Tube

i. Antiseptic Wipes

j. Scissors

k. HIV Protection Kit (Includes rubber gloves and an impervious gown or coveralls)*

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

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

Wheelchair Vehicle Requirements

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

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

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.

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)

A transportation request is defined as one incidence of a request for one-way service (Wheelchair). 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. (Michael E. DeBakey VAMC) 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.

(Michael E. DeBakey VAMC) 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.

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 load, etc. (Michael E. DeBakey VAMC) Travel Program Staff/or authorized VA employees may place a "hold" on payment of this order until it has been reconciled.

Wheelchair vans shall be safe and comfortable transportation of Veterans. It's essential that ample headroom must be available for Veterans transported in standard wheelchairs. Any type or style offering complete Veteran safety within the vehicle will be acceptable. Those considered lacking in this essential requirement will not be used for Veteran transport under this contract. Any replacement will be at the Contractor's expense.

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 non-emergent medical transport vehicles. 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 that are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the contractor from performance IAW the contract nor necessitates additional cost to the VA.

MISCELLANEOUS

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

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

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

COVID-19 Or Other Similar Infectious Diseases:

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

gg. 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 (See APPENDIX B VTS Patient Transport PPE and Vehicle Cleaning/Disinfection SOP).

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

Conformity To Regulations:

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

- 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.

Wage Rates:

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

jj. 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).

The Department of Labor has held that contractors must pay their employees the Service Contract Labor Standards wage while they are driving both to and from destinations for the VA.

Evidence of Coverage:

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

Workers' 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, Workers' Compensation and Employer's

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 days' advance written notice is provided to the Contracting Officer.

Contractor Personnel Security Requirements:

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 before contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed before 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/SECURITY!NVESTIGATIONSCENTER/

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 (HIPM), including but not limited to privacy, security of electronic health data, and adherence to standards and code sets as required by HIPM. 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.

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). IAW HIPAA, the contractor may be required to enter into a Business Associate Agreement (BAA) with VA.

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

Medical Liabilities Insurance:

The contractor shall carry required insurance (See VAAR Clause 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE) IAW the Texas Department of State Health Services and Oklahoma Department of State Health Services.

Annual VHA Training:

- IAW VHA Directive 2003-028 "Compliance and Business Integrity Program", its updates or replacement directives, IG Guidance at 8994, Section ll(C); Guidance at 4875, Section Ill

(8)(4) Sentencing Guidelines, Section 8B2.1 (b) (4) (B) annual compliance training is to be provided to all contractors within the scope of their work. The medical center CORs are to coordinate the annual training with their respective Contracting Officer and Compliance and Business Integrity Officers. A copy of the documentation of the completed annual training is to be provided to the Compliance and Business Integrity Officers for their files.

- IAW VHA Directive 1605.01 "Privacy and Release of Information", updates or replacement directives, annual VHA Privacy Policy 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's Privacy Officer for their files.

- IAW 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's Information Security Officer for their files.

Conformance with Environmental Management Systems:

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.

Contractor Performance Assessment Rating System (CPARS):

Required Registration with Contractor Performance Assessment Rating System (CPARS)

- As prescribed in RFO Part 42.1102, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed $250,000 and shares those evaluations with other Federal Government contract specialists and procurement officials. The RFO requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database. The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal Agencies.

- A 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.

- 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.

- 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.

SECTION 2-A

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

SECTION 2-B

CONTRACTOR VEHICLE LICENSE PLATE REQUIREMENTS:

Prospective contractors who wish to perform services for this procurement should contact The Texas Department of Motor Vehicles to determine if a For Hire, Public, Handicapped, or other license plate may be required. During all performance periods of the contract, it shall be the contractor's responsibility to be in compliance with the requirements in this section.

SECTION 3

LOCAL LICENSE & PERMIT REQUIREMENTS:

Depending on the location, some cities in Texas may require a special license and/or permit to operate as Medical Transportation Service. For these ordinances contractors must apply for and be granted the appropriate non-emergency medical transportation permit in order to be eligible to perform work on this contract.

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END OF PERFORMANCE WORK STATEMENT

B.4 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	Estimated QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		22,500.00	TRP	_____	_____
	Non-Emergent Wheelchair Transport (up to 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
0002		7,000.00	TRP	_____	_____
	Non-Emergent Wheelchair Transport (over 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
0003		30,000.00	MI	_____	_____
	Wheelchair Van Trip Mileage Outside the 30 mile Base Rate Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
0004		30.00	EA	_____	_____
	Waiting Time (more than 30 minutes shall be paid in 15 minutes increments) Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
1001		22,500.00	TRP	_____	_____

	Non-Emergent Wheelchair Transport (up to 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
1002		7,000.00	TRP	_____	_____
	Non-Emergent Wheelchair Transport (over 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
1003		30,000.00	MI	_____	_____
	Wheelchair Van Trip Mileage Outside the 30 mile Base Rate Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
1004		30.00	EA	_____	_____
	Waiting Time (more than 30 minutes shall be paid in 15 minute increments) Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
2001		22,500.00	TRP	_____	_____
	Non-Emergent Wheelchair Transport (up to 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Option 2 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 -				

	Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
2002		7,000.00	TRP	_____	_____
	Non-Emergent Wheelchair Transport (over 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Option 2 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
2003		30,000.00	MI	_____	_____
	Wheelchair Van Trip Mileage Outside the 30 mile Base Rate Contract Period: Option 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
2004		30.00	EA	_____	_____
	Waiting Time (more than 30 minutes shall be paid in 15 minutes increments) 30 EA Contract Period: Option 2 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
3001		22,500.00	TRP	_____	_____
	Non-Emergent Wheelchair Transport (up to 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
3002		7,000.00	TRP	_____	_____
	Non-Emergent Wheelchair Transport (over 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue.				

	Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
3003	Wheelchair Van Trip Mileage Outside the 30 mile Base Rate 30,000 MI Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A	30,000.00	MI	_____	_____
3004	Waiting Time (more than 30 minutes shall be paid in 15 minutes increments) Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A	30.00	EA	_____	_____
4001	Non-Emergent Wheelchair Transport (up to 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A	22,500.00	TRP	_____	_____
4002	Non-Emergent Wheelchair Transport (over 300 pound weight capacity) (base rate to include first 30 miles) A one-way trip is equivalent to one unit of issue. Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment:	7,000.00	TRP	_____	_____

	Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A				
4003	Wheelchair Van Trip Mileage Outside the 30 mile Base Rate 30,000 MI Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger NATIONAL STOCK NUMBER: N/A	30,000.00	MI	_____	_____
4004	Waiting Time (more than 30 minutes shall be paid in 15 minutes increments) Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 485991 - Special Needs Transportation PRODUCT/SERVICE CODE: V212 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Motor Passenger MANUFACTURER PART NUMBER (MPN): N/A	30.00	EA	_____	_____
				GRAND TOTAL	_____

B.5 DELIVERY SCHEDULE

As stated above in schedule

SECTION C - CONTRACT CLAUSES

C.1 52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of Clause)

FAR Number	Title	Date
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-14	DISPLAY OF HOTLINE POSTER(S)	NOV 2021
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned,

payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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.3 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all

reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of Clause)

C.4 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/01/2026 through 07/31/2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

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

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

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

(2) Any order for a combination of items in excess of $6,500,000.00; or

(3) A series of orders from the same ordering office within 30 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 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.6 52.216-22 INDEFINITE QUANTITY (NOV 2025) (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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided,

that the Contractor shall not be required to make any deliveries under this contract after expiration of contract (07/31/2031).

(End of Clause)

FAR Number	Title	Date
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION)	NOV 2025

C.7 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2025) (DEVIATION)

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

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

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

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

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

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

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of Clause)

FAR Number	Title	Date
52.219-27	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (DEVIATION)	NOV 2025

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

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

(End of Clause)

FAR Number	Title	Date
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-7	WITHHOLDING OF FUNDS (DEVIATION)	NOV 2025
52.222-8	PAYROLLS AND BASIC RECORDS (DEVIATION)	NOV 2025
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (DEVIATION)	NOV 2025
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025

C.9 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

(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)

FAR Number	Title	Date
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-7	DRUG-FREE WORKPLACE	MAY 2024
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.232-17	INTEREST	MAY 2014
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018

52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-1	DISPUTES	MAY 2014

C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.11 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 arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

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

(i) *New FASCSA orders report*.

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

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

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

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

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

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

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

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

(End of Provision)

C.12 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
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk

Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk

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:

Tier 5:

(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.13 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at *https://veterans.certify.sba.gov/*; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ‘‘Service-disabled Veteran’’ means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

(4) The term ‘‘small business concern owned and controlled by Veterans with service-connected disabilities’’ has the meaning given the term ‘‘*small business concern owned and controlled by service-disabled veterans*’’ under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *“SDVOSB participant”* or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

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

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

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

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

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

(2) *Supplies/products*.

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

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

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

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

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

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

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

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

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

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

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

(End of Clause)

SHALL BE FILLED OUT BY OFFEROR

C.14 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

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

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

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

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.15 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

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

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

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

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a

Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.16 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

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

(End of Clause)

C.17 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/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Clause)

C.18 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of Clause)

FAR Number	Title	Date
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
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
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.228-71	INDEMNIFICATION AND INSURANCE	MAR 2018
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019

C.19 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

C.20 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Wage Determinations

Wage Determination No.: 2015-5233 Rev # 33

Wage Determination No.: 2015-5217 Rev # 31

Wage Determination No.: 2015-5279 Rev # 32

Wage Determination No.: 2015-5233 Rev # 33

Wage Determination No.: 2015-5847 Rev # 28

Wage Determination No.: 2015-5113 Rev # 28

Wage Determination No.: 2015-5119 Rev # 30

Wage Determination No.: 2015-5139 Rev # 30

Wage Determination No.: 2015-5133 Rev # 30

Relevant Experience – Attachment A

Past Performance Questionnaire – Attachment B

SECTION E - SOLICITATION PROVISIONS

E.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalties*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of Provision)

E.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and *subcontractor*, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in

subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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.4 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

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:

Your proposal must show that it is predicated upon all the terms and conditions of this Request for Proposals (RFP) and signed by an official authorized to bind your organization. In addition, it must contain a statement to the effect that it is firm for a period of at least 60 days from the date of receipt by the Government.

The Government will evaluate your proposal in accordance with the evaluation criteria set forth within this solicitation.

This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of your proposal. In addition, the CO is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with this requirement.

INSTRUCTIONS TO OFFERORS:

A complete proposal includes all required information and documentation, including any applicable representations, forms, or clauses that require information or signatures from offerors. Proposals that merely restate a requirement or state that a requirement will be met, without providing a supporting rationale, will be deemed incomplete and not considered.

The Offeror is required to submit their proposal on company letterhead by the time specified in the solicitation, to include the name, address, and telephone number of the offeror, the unit price, and the overall total price. Further required are any discount terms, the cage code, the UEI number and business size.

For proposals to be considered compliant and eligible for evaluation, they must be prepared in accordance with the instructions and requirements set forth within this solicitation.

The Offerors must be registered and active in the System for Award Management (www.sam.gov) at the time of submission of proposals and award. Offerors are to be and will be verified at https://search.certifications.sba.gov/ as an SDVOSB under NAICS Code: 485991 - Special Needs Transportation, which has a $19 Million small business size standard.

This solicitation will close at the referenced due date and time in Block 8. Proposals received after this date and time will be considered late in accordance with RFO 52.212-1(c) and may not be considered. All proposals must reference and acknowledge all amendments posted to this solicitation, if applicable. The Offeror must review the provisions and clauses and take action accordingly.

All questions must be submitted in writing via email only, no later than the referenced due date and time in Block 20. Please include in your questions the section of the solicitation, along with the page number that your question is referencing (if applicable). The email subject line shall read "Technical Questions - 36C25626R0073 – Non-emergent Wheelchair Transportation Services" and send an email to the addresses listed below.

Contract Specialist: Oney.kelly@va.gov

Only one (1) offer/proposal per Offeror will be accepted, and each offer/proposal must meet the solicitation's minimum requirements. Failure to furnish proposals that comply with all instructions and include complete copies of required documents, at the predetermined due date for submission, shall result in elimination from consideration for award. Proposals must be submitted in three volumes:

a. Solicitation, Offer, Price & Award Documents - Vol. I
b. Technical Capability - Vol. II

c. Past Performance - Vol. Ill & Relevant Experience Questionnaire

Offerors may submit their proposals in one to four emails. The email receiving limit is 40MB. Volumes I through Ill must be submitted as separate, searchable PDFs. Each volume must be submitted as attachments to their submission email(s). Proposals submitted by any other method, including hyperlinks or drop boxes, will not be considered. The subject of each email shall be in the following format, specifying which volume(s) are included: "36C25626R0073 Proposal - Company Name - Volume I". Each email must clearly indicate the total number of emails the Offeror will send.

Volume I - Solicitation, Offer, Price & Award Documents.

(1) Attachment A - Cover Letter (attached) filled out by the Offeror.
(2) Signed and completed SF1449 (all pages). An authorized official of the offeror shall sign SF 1449 (blocks 30a-30c) and all certifications that require an original signature.
(3) Acknowledgment of Amendments, if applicable.
(4) Signed and completed B.2 Price Schedule (Prices shall be valid for a minimum of 60 calendar days from the date of solicitation due date.)
(5) Signed VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION).
(6) A copy of the VETS 4212 Federal Contractor Reporting.
(7) Any offeror submitting a proposal as a joint venture must provide a certification from each SDVOSB joint partner, signed by an authorized official of each partner to the joint venture, stating that the parties to the joint venture:
a. have entered into a joint venture agreement that fully complies with paragraph (c) of 13 CFR § 128.402; and
b. will perform the contract in compliance with the joint venture agreement. Failure to submit the certification with the offeror's proposal will render the offeror ineligible for award.

This will be verified in SAM.gov.

Volume II - Technical Capability.

Proposals shall not include company logos, hyperlinks to external websites, marketing slogans, or promotional materials in Volume II - Technical Capability documents of their proposal. Proposals should be limited to the content necessary to address the solicitation requirements.

Attachment A & B - Vendor's Questionnaire for Technical Evaluation (attached) filled out by the offeror with the page number for each area. The offeror shall clearly state its capability to fulfill all requirements in the Performance Work Statement (PWS). Offeror shall provide evidence of all factors listed in Attachment B - Vendor Questionnaire.

Technical Submission and Qualifications: Specifically stating how the offeror intends to meet the requirements in the Performance Work Statement. The proposal should be clear and concise and include sufficient detail to support effective evaluation and the validity of the stated claims. The proposal should not simply rephrase or restate the Government's

requirements but shall provide a convincing rationale to address how the Offeror intends to meet these requirements.

Each task and qualification described in the PWS will be evaluated for each offeror, including the proposed fleet, transition plan, staffing, and Quality Control Plan (QCP).

The offeror shall clearly state its capability to perform all requirements in the PWS within the Technical documents, which will be provided in Volume II, which includes Attachment A & B - Vendor's Questionnaire for Technical Evaluation.

Volume Ill - Past Performance.

Relevance of successful performance in providing Wheelchair Transportation Services commensurate with the scope of the services required by PWS. The Government Evaluation team is seeking Recent, Relevant, and Successful Past Performance in the Performance of Wheelchair Transportation Services, commensurate with the scope of services required under the PWS. Past performance will be used to determine Contractor's responsibility matters.

(End of Addendum to 52.212-1)

E.5 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Award will be made to the lowest price technically acceptable responsible offeror.

(1) Technical Capability

(2) Price

FACTOR 1: Technical Capability:

The proposal that provides the lowest price of all the proposals received and is otherwise technically acceptable shall be selected for award. To be considered technically acceptable, the offeror must meet all of the criteria for non-cost factors. Failure of a proposal to meet all of the requirements will result in a technically unacceptable rating and precluded from award. The Government will evaluate proposals Technical Capability as an Acceptable or Unacceptable basis.

For the lowest price, technically acceptable, the approach is based on Acceptable/Unacceptable:	**Definition**
Acceptable	Meets specified minimum performance or capability requirements necessary for acceptable contract performance
Unacceptable	Fails to meet specified minimum performance or capability requirements necessary for acceptable contract performance

The technical capability and capacity to meet the magnitude of services required by the PWS must be demonstrated by the proposed fleet, transition plan, and staffing, which will be

evaluated. If subcontracting or partnership agreements are a part of the plan to meet the requirements of PWS, clearly identify this intent and indicate if partnership/subcontracting agreements are already in place. The Fleet Management and Quality Control Plan (QCP), incorporating the minimum requirements set forth in the PWS, will be evaluated. QCP must demonstrate a management approach for the fleets. The proposal will be evaluated to the extent to which it can meet and/or exceed the Government's requirements as outlined in the solicitation and based on the information requested in the instructions to offerors section of the solicitation. The Proposal will also be evaluated to the extent to which it can meet and/or exceed the Government's requirement as outlined in the solicitation's Performance Work Statement (PWS).

FACTOR 2: Price - The Government will evaluate the price by adding the total of all line-item prices for all ordering periods. Prices will be evaluated for reasonableness, completeness, and fairness.
The Contracting Officer intends to make an award without negotiation but reserves the right to engage in discussions if doing so would be in the Government's best interests. Initial proposals should contain the offeror's best offer. The Government may request clarifications as described in RFO 15.202(a)(2).

By submitting its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, as listed in the PWS.

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

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

(End of Provision)

E.6 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, *writing*, or *written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals*.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award*.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an

efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

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

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

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

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

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

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

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

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

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

Small business concern—

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

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

Small disadvantaged business concern, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 485991.

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

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

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

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

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

(c) *Representations*.

(1) The offeror represents as part of its offer that—

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

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

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not, a women-owned small disadvantaged business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the

requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

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

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

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

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

(End of Provision)

E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298
Mailing Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

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

(End of Provision)

E.10 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

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

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided,* that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays

costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of Clause)

E.11 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of Clause)

E.12 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation 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 in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $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 pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

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

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(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 offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant 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 undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

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

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

E.13 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice.* The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after--

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor—

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice.* The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

(End of Clause)

E.14 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer

responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

E.15 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION APR 2026)

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

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) *Requirements*.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
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
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020

52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	NOV 2025
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	NOV 2025
52.240-92	Security Requirements	NOV 2025
52.240-92 with Alt II	Security Requirements, with its Alternate II	NOV 2025
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2025

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(End of Clause)

E.16 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government

shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the

Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents

available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of Clause)

E.17 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(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)

FAR Number	Title	Date
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018

E.18 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.19 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)