RFQ 36C24526Q0480
Ground Ambulance Services
Washington DC VA Medical Center
50 Irving Street NW
Washington, DC 20422

This solicitation is intended to procure ground ambulance services in accordance with the performance work statement.

NAICS: 621910

TYPE OF CONTRACT: Firm-Fixed-Price Contract

This is a small business set-aside. Please see section E for Instructions to Offerors.

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
			36C24526Q0480	06-08-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Tracy Dotson	304-263-0811 x7627	06-24-2026 15:00 EDT

9. ISSUED BY CODE 613

Department of Veterans Affairs
Network Contracting Office 5 (NCO 5)
NCO 5
510 Butler Ave
Martinsburg WV 25405

10. THIS ACQUISITION IS

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

NAICS: 621910

SIZE STANDARD: $22.5 Million

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

12. DISCOUNT TERMS

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

13b. RATING: N/A

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

15. DELIVER TO CODE 688

Washington DC VA Medical Center

50 Irving Street NW
Washington DC 20422

16. ADMINISTERED BY CODE 19ACQ

Department of Veterans Affairs
Network Contracting Office 5 (NCO 5)

510 Butler Ave
Martinsburg WV 25405

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

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

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 shall provide ground ambulance services to support the Washington DC VA Medical Center in accordance with the Performance Work Statement (PWS). See B.3 Price/Cost Schedule for Period of Performance. Contractor shall be responsible for the correct title classification of the workers and compliance with all applicable wage and hour laws. See Section E for Instructions to Offerors. POC: tracy.dotson@va.gov (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 [ ] ARE [X] 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): Mark Smith
VA-VHA-RPOE-2024-0087

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

   b. GOVERNMENT: Contracting Officer 36C245
   Department of Veterans Affairs
   Network Contracting Office 5 (NCO 5)
   510 Butler Ave
   Martinsburg WV 25405

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

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

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:
   a. Quarterly []
   b. Semi-Annually []
   c. Other [X] Monthly, in Arrears

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 PERFORMANCE WORK STATEMENT (PWS)

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

2. **Background:** The DC VAMC main campus is located at 50 Irving Street NW Washington, DC 20422, serving over 104,027 veterans, primarily from the DC, MD, & Northern VA areas and it's six (6) Community-Based Outpatient Clinics. The hospital has 165 inpatient beds and sees approximately 6,100 inpatient admissions and 886,022 outpatient visits a year. Veterans served within this facility lives within the following counties.

Washington, DC	All Areas Within				
Maryland Counties	Calvert	Prince George's	Montgomery	Charles	St. Mary's
Virginia Counties	Alexandria	Arlington	Fairfax	Falls Church	Fauquier
	Manassas	Manassas Park	Prince William	Loudoun	Stafford

3. **Acronyms**

ALS – Advanced Life Support
AOD – Administrative Officers of the Day
BLS – Basic Life Support
CCT – Critical Care Transport
CCTP – Critical Care Transport Paramedic
CCEMTP – Critical Care Emergency Medical Transport
CO – Contracting Officer
COR – Contracting Officer's Representative
CPR – Cardiopulmonary Resuscitation
DOL – Department of Labor
EMT – Emergency Medical Technician
IAW – In Accordance With
PWS – Performance Work Statement
QASP – Quality Assurance Surveillance Plan
QC – Quality Control Plan
TB – Tuberculosis
TJC – The Joint Commission
VTS – Veteran Transportation Service

4. **Scope/Requirements**

4.1. **Types of Ambulance Service**

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

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

4.2. **Transport of Miscellaneous Items with the Patient**

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

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

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

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

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

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

throughout the life of the contract, it shall provide a valid driver's license to the COR.

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

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

4.3.1.6. EMTs, CCTPs, and other contractor personnel as applicable must pass the Contractor's background check and must not have been convicted of (or have any pending charges for) a felony for the past five years. Personnel (and Contractor) must report any new or additional charges or convictions if
they arise during the course of performance under this contract so VA can review them and determine whether the employee in question needs to be discharged of his or her duties until the matter is adjudicated. 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.

4.3.2. Tuberculosis Exposure Control Policy

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

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

4.4. Contractor Equipment, Vehicles, and Inspection

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

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

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

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

4.4.5. The contractor shall furnish all linen required for patient transport at no additional cost. Linen shall not be exchanged with linen belonging to DC VAMC or its CBOCs.

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

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

4.4.7.1. The contractor personnel performing services for the VA, shall, at all times, conduct themselves in a professional manner, and be identified by having the company name, and employee name affixed to

the uniform. The Contractor shall be responsible for furnishing all vehicles, uniforms, nametags and/or badges for performance of services under this contract. Employee identifications shall be worn in clear view above the waist. The contractor personnel shall not smoke/play loud music originating from any device in vehicles while transporting VA patients.

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

- Be at least 18 years of age and have not less than one year of experience as a licensed driver; and
  - For the past three years:
    - Have not had a driver's license canceled or suspended.
    - Have a driving record clear of convictions for operating a motor vehicle or motorcycle without insurance.
    - Have a driving record clear of convictions for driving a motor vehicle without a valid current license for the class of vehicle driven
    - Have a driving and criminal record clear of convictions for driving under the influence of alcohol or a controlled substance.

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

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

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

- Have completed training in accordance with the standards published by the Department of Health and Human Services with a minimum curriculum of 150 hours or equivalent including an in-hospital training period. Such

training programs must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304. (1974).

- Shall be certified, licensed, or otherwise officially recognized by the local, state of regional government or public entity where the emergency ambulance service is operated or by which it is governed.

4.5. **Transportation Request**

4.5.1 VetRide or VA-approved Transportation Software Utilization:

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

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

a) Receive and respond to electronic trip requests
b) Receive, use, and ensure the use of the Vendor pass by the driver.
c) Submit claims via the electronic HCFA 1500 in the VetRide Vendor Portal or VA-Approved Transportation Software system.
d) All invoices must be submitted within 30 calendar days of date of service in accordance with 38 CFR 70 to be considered timely submission.
    i. The contractor's invoice must be on the HCFA 1500 to include:
    ii. Contract Number
    iii. Date of Service (to include Box 24 A-J)
    iv. Authorization number(s)
    v. Pick-up and drop-off location of the patient
    vi. Base Rate
    vii. Name (Last, First and Middle Initial (if any)) and Full Social Security number (Box 1a) of patient transported
    viii. Date of Birth and Sex
    ix. Diagnosis Codes or Nature of Illness or Injury
    x. Documentation of circumstances when billing for waiting time
    xi. Any miscellaneous charges for which the contractor is expecting reimbursement i.e., Tool charges, waiting time, etc.
    xii. VA authorizing official's name
    xiii. Healthcare Procedure Coding System/National Level II (HCPCS)
e) Unauthorized charges will be reviewed by the Contracting Officer Representative (COR) as to the validity of the charges and as to whether the payment will be made. A final determination will be made within 30 days after notifying the Contractor of the charges, which are being suspended.

4.5.1.1. A transportation request is defined as one incidence of a request for one-way service (Stretcher Transports, BLS, ALS, CCT). No more than one patient will be transported per order unless approved by an authorized VA staff. Transportation requests will be made through VetRide or VA-Approved Transportation Software Utilization. Contractors must have the capability to receive orders, update ride status, and input trip costs and other required data through this portal. Contractors must have dedicated staff available to monitor this portal 24/7. DC 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.

4.5.1.1.1. DC 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.

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

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

Contracting Officer (CO)

Administrative Officer of the Day (AOD) Beneficiary Travel Office Staff

Contracting Officer's Representative (COR)

The Contracting Officer will furnish the Contractor with the names of individuals above, who are authorized as Contracting Officer's Representative (COR), by separate memorandum upon issuance of the contract. The Contracting Officer will update this list throughout the life of the contract as Contracting Officer's Representative (COR) change.

Contracting Officer's Representative (COR) are responsible for issuing and administering orders placed under this contract. Contracting Officer's Representative (COR) have no authority to modify any term of this basic contract. Any deviation from the terms of the basic contract must be approved in writing by the Contracting Officer responsible for this contract. The Contractor shall accept orders against this contract only from the Contracting

Officer and/or authorized Contracting Officer's Representative (COR). Fulfilling orders from persons other than the Contracting Officer or Contracting Officer's Representative (COR) may result in loss or delay in payment for supplies/services provided under such orders.

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

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

- Mode of transportation required,
- Required time of arrival
- Name of the beneficiary,
- Pick-up and delivery point,
- Type and number of additional medical care specialists required,
- Type of equipment required,
- Last four of the patient's Social Security Number, and
- Any other special instructions

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

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

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

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

simultaneous transportation requests, the vendor will be offered to provide the services if they have sufficient vehicles/personnel available; but may decline these additional orders if sufficient vehicles/personnel are unavailable.

4.5.1.7. The number of transports under normal operating conditions will typically range from 4-6 transports each weekday and significantly less on weekends and holidays. The number of actual transports may vary throughout the life of the contract.

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

4.5.1.9. Response Times*

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

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

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

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

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

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

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

c. All pick-up times will be managed by the contract Vendor and entered in VetRide in accordance with the Veteran's appointment time indicated in VetRide by the facility. The

scheduled pick-up time should be within a reasonable amount of time that allows the Veteran to arrive on time for their scheduled appointment. For example, if the Veteran lives 1 hour away from the appointment location, the contract vendor must arrive at least 1 hour before the appointment time to transport the Veteran.

***** The contractor shall not be held liable for nonperformance caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. **The contractor MUST notify the VA with as much advance notice as possible should any of these occur.**

4.5.2. Cancellations

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

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

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

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

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

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

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

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

4.7. Patient Welfare

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

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

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

4.8. Incident Reporting

4.8.1. The contractor shall notify the COR, Requestor, Program Manager, Beneficiary Travel Department, of any accidents and/or safety problems that occur while the

patient is being transported. This notification shall occur within one (1) hour by telephone. A written report of the incident shall be delivered to the COR, Program Manager, or Beneficiary Travel Department, by the close of business of the next working day.

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

4.9. Invoicing

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

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

4.9.3. Long Distance Mileage — Payment for mileage outside the contract miles covered in the base rate, shall be at the mileage rate stated in the price schedule, and shall be based upon the miles from the pick-up point and the specified destination. Any mileage from the place of business and/or location of vehicle and the pick-up point, or from the delivery destination back to the place of business and/or location of next trip are not considered as a separate item of this reimbursement but would be expected to be incorporated into the mileage rate as part of the administrative costs (or costs of doing business).

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

- Contractor Name
- Contract Number

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

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

5. Period & Place of Performance

5.1. This contract's ordering period shall be effective from Date of Award through 09/30/2031.

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

5.2.1. Washington DC VA Medical Center to include specific Atrium Clinics, Emergency Department, pavilions, or out-buildings on the DC VAMC campus. The DC VAMC address is: 50 Irving Street NW Washington, DC 20422.

5.2.2. DC VAMC Community-Based Outpatient Clinics (CBOCs):

Charlotte Hall VA Clinic	29640 Three Notch Rd. Charlotte Hall, MD 20622
Fort Belvoir VA Clinic	9300 Dewitt Loop Fort Belvoir, VA 22060
Lexington Park VA Clinic	45870 East Run Dr. Lexington Park, MD 20653
Montgomery County VA Clinic	15810 Gaither Dr. Gaithersburg, MD 20877
Southeast Washington VA Clinic	820 Chesapeake St. SE Washington, DC 20032
Southern PG County VA Clinic	5801Allentown Rd. Camp Springs, MD 20746

5.2.3. Other VA Medical Centers, Hospitals, or CBOCs within Veterans Integrated Service Network (VISN) 05 including, but not limited to:

Baltimore VA Medical Center	10 North Greene St. Baltimore, MD 21201
Loch Raven VA Medical Center	3901 The Alameda. Baltimore, MD 21218
Perry Point VA Medical Center	361 Boiler House Rd Perry Point, MD 21902
Beckley VA Medical Center	200 Veterans Ave Beckley, WV 25801
Huntington VA Medical Center	1540 Spring Valley Dr. Huntington, WV 25704
Clarksburg VA Medical Center	1 Medical Center Dr. Clarksburg, WV 26301
Martinsburg VA Medical Center	510 Butler Ave. Martinsburg, WV 25405

5.2.4. Other Non-VA Medical facilities and Community Care facilities as authorized by the VA.
5.2.5. Veteran's residence.
5.2.6. Local airports including: DCA, BWI, & IAD.

6. Quality Control Plan

6.1. Quality Control

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

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

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

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

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

6.1.1.5. A description of the method used to provide on-time ambulance services to meet the requirements of this contract (24/7 availability and up to 4 simultaneous transports in accordance with PWS 4.5.1.7).

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

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

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

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

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

6.2. **Minimum Performance Standards**

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

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

Task	PWS Reference	Standard	Acceptable Quality Level	Method of Surveillance
Provide on-time ambulance services	Section 4.5.1.9	Scheduled patient pick-ups shall not deviate more than 30 minutes past scheduled pick-up time for scheduled orders	97%	Customer Feedback

Incident Reporting	Section 4.8	The contractor shall notify the Program Manager, Beneficiary Travel Department, of any accidents and/or safety problems that occur while the patient is being transported. This notification shall occur within one (1) hour by telephone. A written report of the incident shall be delivered to the Program Manager, Benefits Management, by the close of business of the next working day.	97%	Customer Feedback
Invoice Reports	Section 4.9	Provide a monthly invoice including secondary documentation in accordance with Section 4.10 of the PWS	95%	100% inspection of monthly invoices/reports

7. COVID-19 Or Other Similar Infectious Diseases

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

7.2. Contractor shall abide by all additional procedures and precautions that may be implemented by the VA based on VA-issued guidance and/or CDC recommendations. These procedures are subject to change throughout the life of the contract and will be incorporated via attachment (See S03 VTS Patient Transport PPE and Vehicle Cleaning/Disinfection SOP).

7.3. Contractor shall have written policy of steps they will take to prevent the spread of COVID-19 or other similarly infectious diseases by their employees and/or vehicles. This policy shall, at a minimum, include procedures of screening drivers before each shift, deliberate decontamination of their vehicles and all other preventative precautions taken by Contractor employees.

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

8. Conformity To Regulations

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

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

9. Wage Rates

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

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

9.3 The Department of Labor has held that contractors must pay their employees the Service

Contract Act waged while they are driving both to and from destinations for the VA. The Wage

Determination is attached in Section D.

10. Evidence of Coverage

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

11. Worker's Compensation

11.1 The Act of June 25, 1936, 42 Stat. 1938 (40 USC 290), authorized the constituted authority of the several states to apply their workmen's compensation laws to all lands and premises owned or held by the United States. The contractor agrees to procure and maintain while the contract is in effect, Worker's Compensation and Employers Public Liability insurance. The policy shall provide coverage for Public Liability Limits of not less than the statutory

limitations for any one accident, and at least meet the statutory limitations if more than one person is involved. , Upon award of the contract, the contractor shall furnish to the Contracting Officer a certificate from its insurance company indicating that this coverage has been obtained and that such coverage may not be changed or canceled unless 30 day advance written notice is provided to the Contracting Officer.

12. Contractor Personnel Security Requirements

12.1 The contractor shall agree that all deliverables, associated working papers, and other material deemed relevant by the contractor in the performance of this task order are the

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

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

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

13. Medical Liabilities Insurance

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

14. Annual VHA Training

14.1 In accordance with VHA Directive 2003-028 "Compliance and Business Integrity Program", its updates or replacement directives, IG Guidance at 8994, Section II(C); Guidance at 4875, Section III (B)(4) Sentencing Guidelines, Section 8B2.1 (b) (4) (B) annual

compliance training is to be provided to all contractors within the scope of their work. The medical center COTR's are to coordinate the annual training with their respective Contracting Officer and Compliance and Business Integrity Officers. A copy of the documentation of the completed annual training is to be provided to the Compliance and Business Integrity Officers for their files.

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

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

15. <u>Conformance with Environmental Management Systems</u>

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

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

16. <u>Contractor Performance Assessment Rating System (CPARS)</u>
Required Registration with Contractor Performance Assessment Rating System (CPARS)

16.1 As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed

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

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

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

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

B.3 PRICE/COST SCHEDULE

Note: Please see 52.217-8 on how it will be evaluated and may be applied to the contract.

Quantities listed are estimated only and are not guarantees.

This is a Fixed Price 5-year single award Indefinite Delivery Indefinite Quantity (IDIQ) Contract. Accordingly, funds are not obligated on this contract at award; rather, funds are obligated via task orders issued against the contract. Task orders shall only be issued by a warranted VA Contracting Officer (CO). VA CO will issue task orders to the contractor authorizing services via Standard Form 1449. Each task order shall clearly identify the dollar amount authorized under the individual task order and the period of performance of the individual task order. When a task order period of performance is completed, additional services shall not be provided unless a new task order is issued in accordance with this IDIQ.

The minimum dollar amount guaranteed under this contract for the performance period of five years is $1,000.00. The maximum dollar amount or contract ceiling for this contract is $8,900,000.00. The maximum amount is not guaranteed. The combined total of all orders placed against this contract cannot exceed the maximum amount/ceiling of this contract.

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	(A0427) Advanced Life Support, Emergent Transport Ordering Period 1 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	30.00	TRP	_____	_____
1002	(A0428) Basic Life Support, Non-Emergency Transport Ordering Period 1 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	2,000.00	TRP	_____	_____
1003	(A0426) Non-Emergent Advance Life Support Transport Ordering Period 1 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	45.00	TRP	_____	_____
1004	(A0434) Critical Care Transport Ordering Period 1 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	50.00	TRP	_____	_____
1005		8,500.00	MI	_____	_____

(A0425) Mileage Trip Outside the Base Rate
Ordering Period 1
POP Begin: 10-01-2026
POP End: 09-30-2027
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

1006	30.00	EA	_____	_____

(A0420) Waiting Time
Ordering Period 1
POP Begin: 10-01-2026
POP End: 09-30-2027
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

2001	30.00	TRP	_____	_____

(A0427) Advanced Life Support, Emergent Transport
Ordering Period 2
POP Begin: 10-01-2027
POP End: 09-30-2028
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

2002	2,000.00	TRP	_____	_____

(A0428) Basic Life Support, Non-Emergency Transport
Ordering Period 2
POP Begin: 10-01-2027
POP End: 09-30-2028
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

2003	45.00	TRP	_____	_____

(A0426) Non-Emergent Advance Life Support Transport
Ordering Period 2
POP Begin: 10-01-2027
POP End: 09-30-2028
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

2004	50.00	TRP	_____	_____

(A0434) Critical Care Transport
Ordering Period 2
POP Begin: 10-01-2027
POP End: 09-30-2028
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

2005	8,500.00	MI	_____	_____

(A0425) Mileage Trip Outside the Base Rate
Ordering Period 2
POP Begin: 10-01-2027
POP End: 09-30-2028
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

2006	30.00	EA	_____	_____

(A0420) Waiting Time
Ordering Period 2

POP Begin: 10-01-2027
POP End: 09-30-2028
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

3001	30.00	TRP	_____	_____

(A0427) Advanced Life Support, Emergent Transport
Ordering Period 3
POP Begin: 10-01-2028
POP End: 09-30-2029
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

3002	2,000.00	TRP	_____	_____

(A0428) Basic Life Support, Non-Emergency Transport
Ordering Period 3
POP Begin: 10-01-2028
POP End: 09-30-2029
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

3003	45.00	TRP	_____	_____

(A0426) Non-Emergent Advance Life Support Transport
Ordering Period 3
POP Begin: 10-01-2028
POP End: 09-30-2029
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

3004	50.00	TRP	_____	_____

(A0434) Critical Care Transport
Ordering Period 3
POP Begin: 10-01-2028
POP End: 09-30-2029
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

3005	8,500.00	MI	_____	_____

(A0425) Mileage Trip Outside the Base Rate
Ordering Period 3
POP Begin: 10-01-2028
POP End: 09-30-2029
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

3006	30.00	EA	_____	_____

(A0420) Waiting Time
Ordering Period 3
POP Begin: 10-01-2028
POP End: 09-30-2029
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

4001	30.00	TRP	_____	_____

(A0427) Advanced Life Support, Emergent Transport
Ordering Period 4
POP Begin: 10-01-2029
POP End: 09-30-2030

PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

4002	2,000.00	TRP	_____	_____

(A0428) Basic Life Support, Non-Emergency Transport
Ordering Period 4
POP Begin: 10-01-2029
POP End: 09-30-2030
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

4003	45.00	TRP	_____	_____

(A0426) Non-Emergent Advance Life Support Transport
Ordering Period 4
POP Begin: 10-01-2029
POP End: 09-30-2030
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

4004	50.00	TRP	_____	_____

(A0434) Critical Care Transport
Ordering Period 4
POP Begin: 10-01-2029
POP End: 09-30-2030
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

4005	8,500.00	MI	_____	_____

(A0425) Mileage Trip Outside the Base Rate
Ordering Period 4
POP Begin: 10-01-2029
POP End: 09-30-2030
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

4006	30.00	EA	_____	_____

(A0420) Waiting Time
Ordering Period 4
POP Begin: 10-01-2029
POP End: 09-30-2030
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

5001	30.00	TRP	_____	_____

(A0427) Advanced Life Support, Emergent Transport
Ordering Period 5
POP Begin: 10-01-2030
POP End: 09-30-2031
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance

5002	2,000.00	TRP	_____	_____

(A0428) Basic Life Support, Non-Emergency Transport
Ordering Period 5
POP Begin: 10-01-2030
POP End: 09-30-2031
PRINCIPAL NAICS CODE: 621910 - Ambulance Services
PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation -

	Travel/Lodging/Recruitment: Ambulance				
5003	(A0426) Non-Emergent Advance Life Support Transport Ordering Period 5 POP Begin: 10-01-2030 POP End: 09-30-2031 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	45.00	TRP	_____	_____
5004	(A0434) Critical Care Transport Ordering Period 5 POP Begin: 10-01-2030 POP End: 09-30-2031 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	50.00	TRP	_____	_____
5005	(A0425) Mileage Trip Outside the Base Rate Ordering Period 5 POP Begin: 10-01-2030 POP End: 09-30-2031 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	8,500.00	MI	_____	_____
5006	(A0420) Waiting Time Ordering Period 5 POP Begin: 10-01-2030 POP End: 09-30-2031 PRINCIPAL NAICS CODE: 621910 - Ambulance Services PRODUCT/SERVICE CODE: V225 - Transportation/Travel/Relocation - Travel/Lodging/Recruitment: Ambulance	30.00	EA	_____	_____
				GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

C.1 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:

(End of Addendum to 52.212-4)

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

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

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

FAR 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
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
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
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
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

52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (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
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.228-71	INDEMNIFICATION AND INSURANCE	MAR 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

(End of Clause)

C.3 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 October 1, 2026 through September 30, 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.4 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 $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $1,500,000.00;

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

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

C.5 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 September 30, 2032.

(End of Clause)

C.6 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)

C.7 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.8 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APRIL 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)

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

Funds are not presently available for performance under this contract beyond September 30, 2027. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2027, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

Interconnection 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.11 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

D.1 SURVEILLANCE CHECKLIST

Surveillance Checklist

Washington VA Medical Center

Contract: Ground Ambulance	Date/Time of Inspection:	Government POC Primary: Government POC Alternate:
Organization: (Facility Name)	Location: Bldg. Post	

SS	Performance Objective	PWS Para	Performance Threshold	Method of Surveillance	Met	Not Met	Remarks
SS 1	The contractor shall provide Ambulance service, 24 hours per day, 365 days per year, as required in accordance with the terms and conditions contained herein.	1	95% Compliance	100% Surveillance of each patient pick-up.			
SS 2	The objective of Standards for Maintenance is to protect veterans and to cause no harm to all parties. The contractor shall maintain all vehicles in a clean and orderly condition, free from debris and accumulations which may create an accident, injury, or fire hazard.	4.4.3	95% Compliance	100% Surveillance			
SS3	The contractor shall maintain (and furnish upon request) procedures that outline preventive maintenance and/or repairs on each vehicle in an individual vehicle file and in chronological order, latest service on top. A statement from the Contractor indication compliance of vehicle	4.4.3	95% Compliance	100% Surveillance			

SS	Performance Objective	PWS Para	Performance Threshold	Method of Surveillance	Met	Not Met	Remarks
	maintenance files is in place should be submitted at time of offer for evaluation purposes. Requested submission and verification of these documentation requirements will be a quality assurance procedure during the contract period.						
SS4	The contractor shall furnish qualified personnel as required by contract specifications to accomplish all services under this contract.	4.3.1	100% Compliance	100% Surveillance			
SS5	Have completed training in accordance with the standards published by the Department of Health and Human Services with a minimum curriculum of 150 hours or equivalent including an in-hospital training period. Such training programs must also be acceptable under the regulating requirements for local EMS Systems supported by DHHS under PL 93-154, Federal Register 39:24304. (1974).	4.3.1	100% Compliance	100% Surveillance			
SS6	A licensed MTO shall ensure that sanitation procedures are provided to all personnel in a written document that conforms with current standards as set forth in occupational safety and health administration-blood borne pathogens protocol.	Attachment B	100% Compliance	100% Surveillance			

D.2 ATTACHMENT A CRITICAL CARE TRANSPORT CAPABILITIES CONFIRMATION

Attachment A

Critical Care Transport Capabilities Confirmation

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

Drug Supply List:

Acetylcysteine (Acetadote, Mucomyst)

Amiodarone (Cordarone)

Antibiotics

Blood and Blood Products

Diltiazem (Cardizem)

Dobutamine

Dopamine

Fentanyl (Sublimaze)

Furosemide (Lasix)

Heparin

Hyperalimentation

(TPN and lipids)

Insulin

Labetalol (Trandate)

Lidocaine

Lorazepam (Ativan)

Magnesium Sulfate

Mannitol

Midazolam (Versed)

Milrinone (Primacor)

Nicardipine (Cardene)

Equipment List:

Chest tubes

Portable mechanical vents; including CPAP

All VADs

CVP lines

Swan-Ganz line

SmartPump Capability: up to 6 IV drips

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

Zoll X Series Critical Care Monitor Capabilities:

Continuous 12-lead EKG monitoring

2-Temperature Monitoring

Nitroglycerin (NitroStat, Nitro-Dur, Nitro-Bid)

Norepinephrine (Levophed)

Octreotide (Sandostatin)

Ondansetron (Zofran)

Pantoprazole (Protonix)

Phenylephrine (Neo-Synephrine)

Potassium Chloride

Propofol

Sodium Bicarbonate

Vasopressin (Pitressin)

TPA* (Pending)

I hereby confirm that _____ can meet the criterion for Critical Care Transports.

(Company Name)

_____ _____

Signature of Company Representative Date

D.3 ATTACHMENT B VEHICLE CLEANING DISINFECTION SOP

Attachment B

Version 2.0 August 7, 2020

Veterans Transportation Service (VTS)

Patient Transport PPE and Vehicle Cleaning/Disinfection

Standard Operating Procedure

Following the tenets of Standard Precautions as described by the Centers for Disease Control and Prevention (CDC), everyone should be thoughtful and aware of potential situations or interactions where there is the potential for transmission of an infectious disease and should take appropriate actions to mitigate the potential for spread of those infectious diseases. Standard Precautions set the foundation for prevention of transmission of infectious agents. The concept of Standard Precautions includes a group of infection prevention practices that apply to all patients, regardless of suspected or confirmed infection status, in any setting in which health care is delivered. These practices include the following: hand hygiene; respiratory etiquette; use of personal protective equipment (PPE) such as gloves, gown, mask, eye protection, or face shield, depending on the anticipated infectious exposure; along with principles of environmental cleaning and disinfection.

VTS Operator/Driver PPE

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

ROUTINE TRANSPORTS:

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

- Facemask at all times (universal source control).
- Eye Protection (e.g., goggles or face shield) when loading, securing, and unloading wheelchair or stretcher patients, but does not need to be worn during actual driving to reduce risk of a visual hazard.
- Gown as needed (based on exposure to body fluids or contact with patient when loading, securing, and unloading wheelchair and stretcher patients).
- Gloves as needed (based on exposure to body fluids or contact with the patient when loading, securing, and unloading wheelchair or stretcher patients).

COVID-19 TRANSPORTS:

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

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

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

https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/disinfecting-transport-vehicles.html

OTHER POTENTIAL INFECTIOUS DISEASES TRANSPORTS (e.g., tuberculosis, chickenpox or disseminated shingles, measles, etc.):

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

Face Covering of Patients/Passengers

- All passengers (patients and accompanying family members/caregivers) must wear a facemask or cloth face covering to cover both of mouth and nose constantly during the transportation regardless the presence or absence of respiratory symptoms.
- If the passenger refuses to wear a facemask or cloth face covering during the transportation, the VTS and VA station employee driver/operator should decline providing the transportation.
- If the passenger needs medical exemption of mask/cloth face covering, the exemption must be directly from a Licensed Medical Provider with prescriptive authority at VA. Self-report of medical exemption from the Veteran or family/caregiver is not acceptable.

VTS Donning of Personal Protective Equipment Before Transport

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

VTS procedures for Donning of PPE is as follows:

1. **Donning (Putting on):**

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

Additional Considerations for Transport of Patients with Potential Infectious Diseases: If VTS or station Operators/Drivers become aware of a patient who is infected or possibly infected

with a respiratory infectious disease, they should notify the receiving health care facility that the patient is a confirmed or suspected COVID-19 patient or other infectious respiratory disease, so that appropriate infection prevention and control precautions may be taken prior to patient arrival.

- Keep the patient separated from other people as much as possible.
- The patient should wear a facemask (if not available, a cloth face covering at minimum) to cover both the nose and mouth constantly during the transport to contain any droplets generated during coughing or sneezing.
- Family members and other contacts of patients with confirmed or suspected COVID-19 or other infectious respiratory disease should **not** ride in the transport vehicle. If a family member or other contacts must ride in the transport vehicle, they should wear a facemask (if not available, a cloth face covering at minimum).
- Whenever possible, use vehicles that have isolated driver and patient compartments that can provide separate ventilation to each area.
    - Close the door/window between these compartments before bringing the patient on board.
    - During transport, vehicle ventilation in both compartments should be on non-recirculated mode to maximize air changes that reduce potentially infectious particles in the vehicle.
    - If the vehicle has a rear exhaust fan, <u>use it to draw air away from the cab, toward the patient-care area, and out the back end of the vehicle</u>.
    - Some vehicles are equipped with a supplemental recirculating ventilation unit that passes air through HEPA filters before returning it to the vehicle. Such a unit can be used to increase the number of air changes per hour (ACH). If so equipped, replacement of filters should occur per manufactures instructions. Link: (https://www.cdc.gov/niosh/hhe/reports/pdfs/1995-0031-2601.pdf).
- If a vehicle without an isolated driver compartment and ventilation must be used, open the outside air vents in the driver area and turn on the <u>rear exhaust ventilation fans</u> to the highest setting. <u>This will create a negative pressure gradient in the patient area</u>.
- Follow routine procedures for a transfer of the patient to the receiving health care facility (e.g., wheel the patient directly into an examination room).

Cleaning and Disinfecting VTS Transport Vehicles after Transporting a Patient

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

- After transporting the patient, leave the rear doors of the transport vehicle open to allow for sufficient air changes to remove potentially infectious particles.
    - ➢ The time to complete transfer of the patient to the receiving facility and complete all documentation should provide sufficient air changes.

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

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

- Clean and disinfect the vehicle in accordance with standard operating procedures. All surfaces that may have come in contact with the patient or materials contaminated during patient care (e.g., stretcher,

  rails, control panels, windows, floors, walls, seat belts, work surfaces) should be thoroughly cleaned and disinfected using an EPA-registered hospital grade disinfectant in accordance with the product label.

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

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

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

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

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

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

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

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

- First: Remove gloves and discard directly in a trash receptacle
- Second: Remove gown and discard directly in a trash receptacle
- Third: Perform hand hygiene
- Fourth: Remove face shield / eye goggles
- Fifth: Remove respirator/facemask if necessary and discard directly in a trash receptacle
- Sixth: Perform hand hygiene

Documentation and Reporting of Vehicle Cleaning/Disinfection

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

The checklist shall contain at minimum the following:

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

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

ONLY use the UVC Disinfecting Unit <u>AFTER MANUAL CLEANING !!!!!!!!</u>

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

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

- **Use of the provided UVC Disinfectant/Decontamination portable unit:**
    - Park vehicle in an area where there is no human pedestrian traffic to prevent UV light exposure to eyes of passersby—but which allows for an electrical extension cord to access the vehicle for the UVC Unit.
    - Set UVC Unit on the floor in the center of the vehicle
    - Startup vehicle and turn the AC/Heat fan on High Setting
    - Close all doors and windows
    - Place UVC Warning Signs on Windshield Dashboard, windows, and door(s).
    - Set timer on UVC Unit for 10 minutes
        - The units have a timer on them that allows for one minute to leave the vehicle after it has been started.
    - Exit vehicle immediately closing door behind you.
        - If there is an urgent need for an employee to enter the vehicle when the light unit is operating, they will need to be wearing full length pants, a long sleeve shirt, gloves that cover their entire hands, and sunglasses that wrap around the eye area.

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

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

USE OF UVC UNIT DOES NOT REPLACE /ENVIRONMENTAL SURFACE CLEANING AND DISINFECTING !!

CDC Guidance for Disinfecting NEMT and EMS Vehicles (ambulances): See Link below:

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

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

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

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

- VA facilities should develop policies for assessing exposure risk and management of VTS personnel potentially exposed to SARS-CoV-2 in coordination with state and/or local public health authorities and local VA facility infection prevention and control professional. Decisions for monitoring, excluding from work, or other public health actions for VTS Operators with potential exposure to SARS-CoV-2 should be made in consultation with Transportation Chief, Executive Leadership Team, and local VA facility Occupational Health. Refer to CDC guidance, Interim U.S. Guidance for Risk Assessment and Public Health Management of Health care Personnel with Potential Exposure in a Healthcare Setting to Patients with Coronavirus Disease 2019 (COVID-19), for additional information.
- VTS personnel who have been exposed to a patient with suspected or confirmed COVID-19 should immediately notify their chain of command to ensure appropriate follow-up.
  - Any unprotected exposure (e.g., not wearing recommended PPE) should be reported to Occupational Health Services, a supervisor, or a designated infection control officer for evaluation.
  - VTS and station Operators/Drivers should be alert for fever or other symptoms of COVID-19 (e.g., respiratory symptoms such as cough, shortness of breath, sore throat). See CDC link for further information about COVID-19 symptoms: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html. If

symptoms develop, they should self-isolate and notify their supervisor and Occupational Health Services. In addition, it may be required that the local Public Health Authority be notified to arrange for appropriate evaluation.

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

Definition of Terms:

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

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

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

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

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

Eye Protection: Eye protection (i.e., goggles or a face shield that covers the front and sides of the face) protect the eyes from splashes or sprays. Reusable face shields and goggles should be cleaned and disinfected after each use. Face shields are not a substitute for a facemask. Note: Protective eyewear (e.g., safety glasses, trauma glasses) with gaps between glasses and the face likely do not protect the eyes from all splashes and sprays and not considered as eye protection. Regular reading glasses, prescription lenses or glasses, and sunglasses are also not typically considered eye protection.

D.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Task		Standard	Acceptable Quality Level	Method of Surveillance
Provide on-time ambulance services	Section 4.5.1.9	Scheduled patient pick-ups shall not deviate more than 30 minutes past scheduled pick-up time for scheduled orders	97%	Customer Feedback
Incident Reporting	Section 4.8	The contractor shall notify the Program Manager, Beneficiary Travel Department, of any accidents and/or safety problems that occur while the patient is being transported. This notification shall occur within one (1) hour by telephone. A written report of the incident shall be delivered to the Program Manager, Benefits Management, by the close of business of the next working day.	97%	Customer Feedback
Invoice Reports	Section 4.9	Provide a monthly invoice including secondary documentation in accordance with Section 4.10 of the PWS	95%	100% inspection of monthly invoices/reports

D.5 SEE ATTACHED DOCUMENT: WAGE DETERMINATION DC 2015-4281

D.6 SEE ATTACHED DOCUMENT: PAST PERFORMANCE QUESTIONNAIRE

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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 is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

(3) 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.

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

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

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

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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:

(End of Addendum to 52.212-1)

E.2 SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

CONTENT OF QUOTES. A complete quote shall be submitted in two (2) separated volumes as follows:

A. VOLUME I

FACTOR 1 – TECHNICAL (Non-Price).

Subfactor 1 – Technical Capability Statement
Subfactor 2 – Fleet
Subfactor 3 – Insurance
Subfactor 4 – Personnel

FACTOR 2 – PAST PERFORMANCE (Non-Price).

B. VOLUME II

FACTOR 3 – PRICE. The Offeror's Price quote shall identify a fixed price for each Contract Line Item (CLIN) per unit of measure, and overall total contract price, on the Price Schedule provided in the SF 1449 solicitation.

OFFEROR MUST ENSURE THAT ITS OFFER IS SUBMITTED TIMELEY TO ENSURE DELIVERY AND RECEIPT BY THE DUE DATE AND TIME IDENTIFIED IN BOX 8 ON THE SF1449 (Page 1 of the solicitation). LATE QUOTES MAY NOT BE ACCEPTED.

Questions shall be submitted by:
Email to tracy.dotson@va.gov by 3:00 PM EST on June 15, 2025.

Offers shall be submitted by:
Email to tracy.dotson@va.gov by 3:00 PM EST on June 24, 2026.
-Multiple emails may be submitted if they exceed 10gb, please title documents in order.

Type of award: This Fixed Price IDIQ contract will be awarded to the lowest evaluated price offeror meeting or exceeding the acceptability of standards for non-price factors listed in section E.5 and requirements of the PWS.

(a) Complete Box 12, 17, and 30 of the SF 1449 (Page 1) of the solicitation, and a signed copy of any amendments issued against this solicitation. Provide the legal entity name, address, telephone number and UEI in Box 17.

(b) Complete Section B.1.1, contractor POC information.

(c) Complete Section B.3 Price/Cost Schedule: You must enter your unit-price quotes for each CLIN. You may separately include a narrative explanation of the criteria, assumptions and the like that was taken.

E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

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

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or

grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

(a) *Basis for Award*. The Government will award on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-price factors. The following factors shall be used to evaluate offers:

Factor 1 - Technical (Non-price)
Subfactor 1 – Technical Capability Statement
Subfactor 2 – Fleet
Subfactor 3 – Insurance
Subfactor 4 – Personnel

Factor 2 - Past Performance (Non-price)

Factor 3 – Price
Lowest Price Technically Acceptable (LPTA)

(b) 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.

(c) *Evaluation Approach*. The Government will award to the lowest evaluated price of quotes meeting or exceeding the acceptability standards for no-cost factors. Quotations may exceed minimum requirements of the solicitation. Each response must meet the minimum requirements of the solicitation. The Government is not requesting or accepting alternate quotations. The evaluation will consider the following:

Factor 1 - Technical (Non-price) The Offeror shall submit a Cover Letter along with Volume I, that identifies the Offeror's UEI number, Cage Code, Tax ID number, Address, Telephone, Email, Dispatch Information, Approving Authority Name, Contact Information and Signature and identify each county as defined in the PWS, 2.0 (Geographic Coverage) within Maryland, VA, DC, where Ambulance services can be legally provided, with appropriate licensing. Proposals shall be specific and comprehensive. Proposals shall clearly define the work the Offeror proposes to perform, personnel and management capabilities, and the procedures and processes it will use. The Offeror shall not include any price or price-related information in the technical proposal volume.

Subfactor 1 - Technical Capability Statement. The Offeror's Technical Capability Statement must include a narrative that clearly demonstrates how the services will be performed to meet the Government's requirement found in Price Schedule, the associated Performance Work Statement (PWS), and solicitation terms and conditions, and highlight the management and technical approach.

Subfactor 2 - Fleet. The Offeror's fleet information shall provide fleet data that includes the quantity, type and capability and equipment for each operational Ambulance vehicle, per industry standard and State laws and regulations for the geographic areas in which they will perform, in the performance of Ground Ambulance transport services. For requirements see section B.2 Performance Work Statement, 4.4 Contractor Equipment, Vehicles, and Inspection.

Subfactor 3 - Insurance. The Offeror must provide current insurance documentation to validate their ability to provide non-personal healthcare services and Ambulance transport services to Veterans, meeting, at a minimum, State laws and regulations for the geographic areas in which they will perform. See section C.7 for Supplemental Insurance Requirements.

Subfactor 4 - Personnel. The Offeror must provide documentation identifying all licensed and certified EMT personnel, capable of performing both BLS and ALS duties. Resumes are not required and will not be accepted. Requirements for contractor personnel are referenced in section 4.3 of B.2 Performance Work Statement.

Factor 2 - Past Performance (Non-price) The past performance evaluation factor results in an assessment of the Offeror's ability to comply with past performance solicitation requirements and demonstrates to the Government that there is a reasonable expectation that the Offeror will successfully perform the required effort. The evaluation will consider both the relevance and recency (within the past 3 years) of past projects or contracts. The Government defines relevancy as projects or contracts of similar size, scope and complexity. The absence of past performance data will be rated neither favorably or unfavorably. Therefore, the Offeror shall be determined have "unknown" past performance. In this context of "acceptability or unacceptability", "unknown" shall be considered "acceptable."

Factor 3 – Price Lowest Price Technically Acceptable (LPTA) Price The Offeror's Price proposal shall identify a fixed price for each Contract Line Item (CLIN) per unit of measure and based on an estimated quantity, an extended CLIN price, and total contract price for each performance period and overall total contract price, on the Price Schedule provided in the SF 1449 solicitation. Please be aware that the estimated quantities are used for price evaluation purposes only, as projecting the precise quantity and need for future ambulance services is not possible. The Government will perform a price analysis of the Offeror's proposed price in accordance with FAR 15.404-1(b), to determine that it's fair and reasonable.

"Evaluations of Options"

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

(End of Provision)

E.6 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.7 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:

Martinsburg VA Medical Center

510 Butler Ave
Martinsburg, WV 25405
Mailing Address:

Martinsburg VA Medical Center

510 Butler Ave
Martinsburg, WV 25405

(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.8 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)