Combined Synopsis/Solicitation Notice

SUBJECT* KC Wheelchair/COT Special Mode Transportation (SMT)Mission Critical (VA-25-00102304)

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	66048
SOLICITATION NUMBER*	36C25526Q0547
RESPONSE DATE/TIME/ZONE	08-12-2026 3:00 PM CENTRAL TIME, CHICAGO, USA
ARCHIVE	60 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	SDVOSBC
PRODUCT SERVICE CODE*	Q999
NAICS CODE*	485991
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Trafficway Leavenworth KS 66048
POINT OF CONTACT*	Contracting Officer Michael P. Murphy michael.murphy7@va.gov 913-946-1963

PLACE OF PERFORMANCE

ADDRESS	Kansas City Kansas City VA Medical Center

	4801 East Linwood BLVD
	Kansas City MO
POSTAL CODE	64128-2226
COUNTRY	

ADDITIONAL INFORMATION

AGENCY'S URL	
URL DESCRIPTION	
AGENCY CONTACT'S EMAIL ADDRESS	Michael.murphy7@va.gov
EMAIL DESCRIPTION	

Combined Synopsis/Solicitation Notice

DESCRIPTION

This is a combined synopsis/solicitation for commercial services prepared in accordance with FAR part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number36C25526Q0547is issued as a *request for quotation (RFQ),* for *Special Needs Transportation Services.*

This acquisition is a *100 % SDVOSB set-aside* . This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

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

1. REQUISITION NO.:

2. CONTRACT NO.:

3. AWARD/EFFECTIVE DATE:

4. ORDER NO.:

5. SOLICITATION NUMBER: 36C25526Q0547

6. SOLICITATION ISSUE DATE: 07-29-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Murphy, Michael michael.murphy7@va.gov

b. TELEPHONE NO. (No Collect Calls): 913-946-1970

8. OFFER DUE DATE/LOCAL TIME: 08-12-2026 1500 CDT

9. ISSUED BY — CODE 36C255

Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048

10. THIS ACQUISITION IS

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

NAICS: 485991

SIZE STANDARD: $19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 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

Kansas City VA Medical

4801 East Linwood BLVD
Kansas City MO 64128-2226

16. ADMINISTERED BY — CODE 36C255

Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048

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 36C255

Department of Veterans Affairs
Financial Services Center
http://www.fsc.va.gov/einvoice.asp

Austin TX

PHONE: 877-353-9791 FAX: 512-460-5429

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
	Special Mode Transportation,(Ambulatory Non-Emergent) Hired Car and Wheelchair Transportation Services for Beneficiaries of the Kansas City VAMC. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) five year contract. Individual bulk funded task orders will be issued to authorize funding of services not to exceed twelve (12) month periods. Questions are due NLT Thursday 8/4/2026 3:00 pm CST Responses will be published as an amendment to this RFQ. Submissions will be due NLT 8/12/2026. This RFQ is a 100% SDVOSB set-aside. Selected offeror will have 30 days from time of award to stage all required vehicles/equipment, personnel, and documentation necessary to meet requirements. Reference "36C25526Q0547 Transportation" in the subject line (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one(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): Michael P. Murphy, Contracting Officer

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C255
Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway
Leavenworth KS 66048

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

[] 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.

Financial Services Center, Austin TX
https://www.fsc.va.gov/einvoice.asp

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

Ordering Period I Start Period 10-1-2026 to 9-30-2027

ITEM NUMBER	DESCRIPTION OF SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0001	Base Rate wheelchair trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	12,000.00	TRP		
0002	Base Rate COT trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	1,750.00	TRP		
0003	Miles for Wheelchair trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	77,200.00	MILES		
0004	Miles for COT trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	30,000.00	MILES		
0005	Trips cancelled at the door or short notice (defined as <45 min prior to pick- up). Price per trip.	440.00	TRP		
0006	Waiting time per hour (must be approved in advance). Price per 15-minute increment.	1,000.00	HR		

Est. Total Cost for Ordering Period : _____

Ordering Period II Start Period 10-1-2027 to 9-30-2028

ITEM NUMBER	DESCRIPTION OF SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Base Rate wheelchair trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	12,000.00	TRP		
1002	Base Rate COT trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	1,750.00	TRP		
1003	Miles for Wheelchair trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	77,200.00	MILES		
1004	Miles for COT trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	30,000.00	MILES		
1005	Trips cancelled at the door or short notice (defined as <45 min prior to pick- up). Price per trip.	440.00	TRP		
1006	Waiting time per hour (must be approved in advance). Price per 15-minute increment.	1,000.00	HR		

Est. Total Cost for Ordering Period: _____

Ordering Period III Start Period 10-1-2028 to 9-30-2029

ITEM	DESCRIPTION	EST.	UNIT	UNIT PRICE	AMOUNT

NUMBER	OF SERVICES	QUANTITY			
2001	Base Rate wheelchair trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	12,000.00	TRP		
2002	Base Rate COT trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	1,750.00	TRP		
2003	Miles for Wheelchair trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	77,200.00	MILES		
2004	Miles for COT trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	30,000.00	MILES		
2005	Trips cancelled at the door or short notice (defined as <45 min prior to pick- up). Price per trip.	440.00	TRP		
2006	Waiting time per hour (must be approved in advance). Price per 15-minute increment.	1,000.00	HR		

Est. Total Cost for Ordering Period: _____

Ordering Period IV Start Period 10-1-2029 to 9-30-2030

ITEM NUMBER	DESCRIPTION OF SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Base Rate wheelchair	12,000.00	TRP		

	trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.				
3002	Base Rate COT trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	1,750.00	TRP		
3003	Miles for Wheelchair trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	77,200.00	MILES		
3004	Miles for COT trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	30,000.00	MILES		
3005	Trips cancelled at the door or short notice (defined as <45 min prior to pick- up). Price per trip.	440.00	TRP		
3006	Waiting time per hour (must be approved in advance). Price per 15-minute increment.	1,000.00	HR		

Est. Total Cost for Ordering Period: _____

Ordering Period V start period **10-1-2030 to 9-30-2031**

ITEM NUMBER	DESCRIPTION OF SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Base Rate wheelchair trips within 40-mile driving distance of the VAMC. One-way only is considered a	12,000.00	TRP		

	trip. Price per trip.				
4002	Base Rate COT trips within 40-mile driving distance of the VAMC. One-way only is considered a trip. Price per trip.	1,750.00	TRP		
4003	Miles for Wheelchair trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	77,200.00	MILES		
4004	Miles for COT trips in excess of the base 40-mile driving distance of the VAMC. Price per mile.	30,000.00	MILES		
4005	Trips cancelled at the door or short notice (defined as <45 min prior to pick- up). Price per trip.	440.00	TRP		
4006	Waiting time per hour (must be approved in advance). Price per 15-minute increment.	1,000.00	HR		

Est. Total Cost for Ordering Period: _____

Total Estimated Cost for Contract:_____

B.3 STATEMENT OF WORK

PLEASE NOTE: Awardee will have up to 30 days from the date of award to fully stage all required equipment, personnel, and documentation necessary to meet contract requirements. This provision is intended to allow responsible offerors, including those not currently operating in Missouri, a reasonable opportunity to mobilize and become compliant prior to full performance.

The Government remains committed to full and open competition consistent with applicable regulations and encourages all capable SDVOSB firms to submit proposals.

Contractor shall provide assisted transportation (Wheelchair/Cot) service for the beneficiaries of the Department of Veterans Affairs Medical Center, 4801 Linwood Blvd., Kansas City, MO 64128. The Government intends to award a Firm Fixed Price Requirements contract(s) with Economic Price Adjustment. The fuel price index will be the economic price adjustment mechanism. Adjustment will be made at the beginning of the Ordering Year.

The economic price adjustment for fuel will be based on the U.S. Energy Information Administration (EIA) Midwest Region On-Highway Diesel Fuel Price, published at https://www.eia.gov/petroleum/gasdiesel/. Adjustments will be made annually at the beginning of each ordering period. The adjustment formula is:

New Rate = Base Rate × (Current Fuel Index / Base Fuel Index)

Where: Base Fuel Index = EIA price published on the date of contract award. Current Fuel Index = EIA price published 30 days prior to the start of the new ordering period.

Any increase or decrease in the fuel index will result in a proportional adjustment to the applicable rates.

Definition(s):

Add on service – Service not pre-scheduled but provided to the contractor daily. Contractor is required to have a 45-minute response time or better. These are services which are needed after the scheduling deadline provided by hospital staff (i.e. emergency room runs, clinic add on appointments, transfers to or from other facilities, etc.).

Administrative Officer of the Day (AOD) – VA employee who acts as the administrator during all hours that are not normal working hours. Normal working hours are 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.

Base Rate – (Flat Rate)

Definition: The base rate is paid for all authorized one-way trips that do not exceed the “mileage threshold.”

Mileage Threshold: The base rate applies to trips within a 40-mile driving distance of the Kansas City VA Medical Center (VAMC). See full definition below.

Application: For any one-way trip that starts and ends within this 40-mile driving distance, only the base rate is paid—no additional mileage charges apply.

Beneficiary – Veterans and other members determined to be eligible for benefits by the VA.

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

Contracting Officer's Technical Representative (COR) – A person delegated by the Contracting Officer to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under the contract.

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

Mileage Threshold – The mileage threshold is defined as a 40-mile driving distance of the VAMC, Kansas City, MO. For all one-way trips within a 40-mile driving distance of the VA Medical Center (VAMC) Kansas City, MO, the contractor will receive the flat base rate for that trip. In addition to the base rate, the Contractor will also receive a mileage charge for any trips once outside the 40-mile driving distance. The mileage charge applies from the point where the Contractor exceeds 40 miles driving distance from the VAMC to the point of beneficiary drop off for the appointment. In no event shall the Contractor receive reimbursement for mileage for one-way trips inside the 40-mile driving distance of the VAMC Kansas City. Mileage charges are only applicable for trips that go outside the 40-mile driving distance of the Kansas City VAMC. Bing maps is used to determine trips in excess of the 40-mile driving distance.

Calculation of Charges:

For all one-way trips, the Contractor will be paid a single flat Base Rate where the total distance from the Kansas City VAMC to the point where the Beneficiary is picked up and continuing to the beneficiary drop off point does not exceed forty (40) mile driving distance . A one-way trip is considered a trip from a single location (e.g. Kansas City VAMC, residence, contract nursing home, other non-VA facility, etc.) to another single location (e.g. Kansas City VAMC, residence, contract nursing home, other non-VA facility, etc.) with no additional stops. Additional stops are not authorized. If the beneficiary has a return trip following the initial drop off, that would be billed as two one-way trips.

For trips where the total distance from the Kansas City VAMC to the pick-up point through the beneficiary drop off point exceeds the forty (40) mile threshold driving distance , the Contractor will be paid:

The Base Rate, (which covers the initial forty (40) miles of travel), plus

A Mileage Rate for each mile traveled beginning at the point forty (40) miles driving distance from the Kansas City VAMC and continuing to the point where the beneficiary is dropped off for his/her medical appointment, No mileage charges will ever be paid for miles traveled within a forty (40) mile driving distance of the Kansas City VAMC. Only the base rate will be paid on trips that do not go outside the 40-mile driving distance threshold. Mileage charges are payable only

for miles outside the forty (40) mile driving distance from the VAMC, and commences at the point when the trip exceeds the forty (40) mile threshold.

Mileage will be calculated based on Bing Maps “Quickest Route”.See Mileage Calculation section below.

Examples (for illustration only):

15-mile trip: Base Rate only; no mileage charges.

35-mile trip: Base Rate only; no mileage charges.

50-mile trip: Base Rate plus Mileage Rate for 10 miles (50 − 40 = 10).

PLEASE NOTE:

How the Two Thresholds Work Together:

Within 40-mile driving distance from VAMC: Only the base rate applies. No mileage charges are allowed.

Beyond 40-mile driving distance threshold: The base rate applies, plus the mileage rate applies for all miles beyond the 40-mile driving distance from the VAMC.

Mileage Rate Application Decision Table

Trip Distance from VAMC	Base Rate Applies	Mileage Rate Applies	Example Calculation
0–40-miles	Yes	No	15-mile trip: Base rate only
Over 40-mile driving distance	Yes	Yes, for miles beyond 40-mile driving distance from VAMC	50-mile trip: Base rate + 10 x mileage rate (50-40=10 miles × mileage rate)

Decision Flow:

Is the trip within 40-miles?

→ Pay base rate only.

Is the trip over 40-mile driving distance?

→ Pay base rate plus mileage rate for all miles beyond the 40-mile driving distance.

Mileage Calculation

a. For purposes of this contract, “mileage” means the one-way distance, in miles, between the patient pickup location and the patient drop-off location, unless otherwise expressly authorized in writing by the Contracting Officer. Mileage will be calculated based on the Government-determined route, not the route actually driven.

b. To determine what is considered reasonable mileage via the Government determined route, the Government will utilize Bing Maps (internet version) using the “quickest route” function. The quickest route, as defined by Bing Maps, will be the sole basis for mileage computations under this contract, unless the Government specifically directs an alternate route in writing.

c. All mileage for pricing, invoicing, and payment will be calculated using Bing Maps. References in this solicitation or contract to any other commercial mapping products (including, but not limited to, MapQuest, Google Maps, Apple Maps, or similar products) are hereby deleted and of no effect.

d. If Bing Maps provides more than one “quickest route,” the Government, in its sole discretion, will select one route for contract administration purposes, and that selection will be binding for billing and payment for the trip at issue. The Government’s selection will be based on reasonableness and consistency with contract requirements.

e. In the event of a discrepancy between mileage claimed by the Contractor and mileage calculated by the Government using Bing Maps, the Government’s Bing Maps calculation will control for purposes of payment, unless the Contractor demonstrates that: (1) Bing Maps was unavailable at the time of calculation; or (2) an obvious mapping error exists (such as an incorrect address or software error). Any request for reconsideration of mileage must be submitted in writing within three (3) calendar days of the Government’s notice of the adjusted amount.

f. The Contractor is responsible for using the same Bing Maps “quickest route” methodology when estimating and proposing prices under this contract. The Government will not pay additional compensation for differences between the Contractor’s internal routing software and the mileage determined in accordance with this clause.

Summary Statement

In case of any ambiguity, the Government’s intent is that the Base Rate covers all trips that stay within the (40) mile driving distance of the VAMC, and that the Mileage Rate, when applicable, is payable only for miles outside the forty (40) mile driving distance from the Kansas City VAMC on trips whose total distance exceeds the forty (40) mile driving distance threshold.

<u>No service or no-load charge</u> – When a driver is dispatched to pick up a patient and for various possible reasons, the run is not completed, at no fault of the driver, a no service or no-load charge will apply unless reasonable notice is given by Beneficiary Travel to cancel the trip. Upon notification of cancellation, the driver will immediately contact the contractor’s dispatch, at which time the contractor’s dispatch enters the no service/no load charge into the VetRide system. VetRide generates and sends an email report of the no service/no load charge to

Beneficiary Travel. Beneficiary Travel can also view the charge in the VetRide system once it is entered by the contractor's dispatch. Beneficiary Travel will verify the no service/no load charge and either approve it or return it to the contractor justifying the disapproval of the no service/no load charge.

When the VAMC travel office provides reasonable advance notification to the Contractor of a cancelation, a no-load charge will *not* apply. Reasonable notification is defined as when the travel office notifies the contractor of cancellation within 45 minutes of the pickup time for trips within 40-mile driving distance and prior to driver departure for trips beyond 40-mile driving distance.

No-Load Charge Application Table

Scenario	No-Load Charge Paid?	Notes
Trip canceled by VA ≥45 min before pickup (within 40 miles)	No	Reasonable notification provided
Trip canceled by VA before driver departs (for trip beyond 40 miles)	No	Reasonable notification provided
Trip canceled <45 min before pickup (within 40 miles)	Yes	No-load charge applies
Patient not found or refuses transport (no fault of driver)	Yes	No-load charge applies; complete no-service form
Trip canceled due to driver fault	No	No-load charge does not apply

Prorated trips – If there is more than one veteran being transported during the same trip, only the mileage for the farthest destination of the run will be charged.

Waiting – Waiting as used in this contract is defined as the time required and verified by authorized medical facility personnel, for the Contractor to wait at designated pick-up and/or delivery points in performing contract services.

Waiting Grace Period – The waiting grace period is a 15-minute timeframe at the designated pickup time and after arrival at the destination. During this period, no waiting charges will apply. It serves two purposes:

Allowing the beneficiary to get into the vehicle at the pickup point.

Allowing the beneficiary to exit the vehicle upon arrival at their destination, such as delays while medical staff assist the beneficiary.

This grace period applies at:

The original pickup point of the trip.

The drop-off point at the destination.

The pickup time at the conclusion of the beneficiary's medical appointment before the trip home.

Any waiting time that exceeds the 15-minute grace period either before or after the appointment, at either the pickup or drop-off point, will incur additional charges. In such cases, the Contractor will inform beneficiary travel before charging for each additional 15-minute increment. The base rate for medical transportation includes this 15-minute waiting grace period at both origin and destination.

QUALIFICATIONS:

A.1 Proposals will be considered only from offerors who are regularly established in the business called for and who are financially responsible and have the necessary equipment and personnel to furnish service in the volume required for all the items under this contract. Subcontracting of services shall not be authorized for the transportation of wheelchair patients and litter patients without prior approval of the VA. The Contractor will submit a request for subcontractor approval to the CO and COR 30 days prior to the subcontractor transporting patients. The request must include documentation verifying the subcontractor meets all requirements required of the contractor in the contract. Successful offeror shall meet all requirements of Federal, State, or City codes regarding operations of this type of service.

A.2 Offerors must submit with proposal a letter fully describing the following information:

REQUIRED SUBMISSIONS: The successful offeror shall submit the following information to the Contracting Officer prior to contract award and prior to exercising any option to this contract:

Please Note: All certifications, inspections, and training records must be updated annually and submitted to the Contracting Officer prior to expiration. Failure to provide current documentation may result in suspension of services or contract termination.

A letter fully describing the make of vehicle(s), model, year, and ID number vehicle(s) which the bidder agrees to furnish under this proposal. The Contractor shall notify the Contracting Officer in writing of any vehicle(s) added, removed, or altered after award of contract.

The letter shall include location and telephone number of offeror's establishment where calls will be received, and vehicles(s) will be available for dispatch.

The letter shall also contain certain information as to the metering device or method offeror proposed to use in determining mileage.

The offeror shall submit a copy of the current annual safety inspections, required by the State of Missouri, for each vehicle.

The offeror shall submit the complete General Inspection Checklist of each vehicle. The inspections must be completed by a certified mechanic at any State (Missouri) licensed inspection facility. The offeror shall furnish proof of compliance to the Contracting Officer prior to award of contract. State vehicle inspection requirements shall not be accepted as sole certification of vehicle safety.

Certificate of Insurance as described in statement of work, paragraph N.

A.4 INSPECTION OF CONTRACTOR FACILITIES/VEHICLES:

a. The Government reserves the right, at its sole discretion, to inspect the Contractor's facilities, vehicles, and related operations, and to audit contract-related records at any time during the term of this contract, with or without advance notice. Inspections and audits may be conducted at the Contractor's principal place of business, satellite locations, vehicle storage or dispatch locations, and any other site where contract-related work, records, or vehicles are maintained.

b. The Contractor shall provide the Government, its authorized representatives, and oversight authorities (e.g., VA safety, infection control, or compliance officials) reasonable access to:

All vehicles used in performance of this contract, including interior and exterior condition, safety equipment, lifts/ramps, restraints, and any onboard medical or safety supplies

Facilities where vehicles are housed, maintained, cleaned, or dispatched

Contract-related records, including but not limited to trip logs, dispatch logs, training and competency records, driver and attendant licensure, background checks, maintenance and inspection records, safety and incident reports, and insurance documentation

c. Upon request, the Contractor shall make all requested contract-related records available to the Government within two (2) business days. Records may be provided electronically or in hard copy, as directed by the Contracting Officer or authorized representative. If a record is not immediately available, the Contractor shall notify the Government in writing within one (1) business day, explain the reason, and propose a date (not to exceed an additional three (3) business days) by which the record will be produced.

d. If any inspection or audit identifies deficiencies in safety, cleanliness, maintenance, driver/attendant qualifications, recordkeeping, or other contract requirements, the Government may require the Contractor to submit a written corrective action plan within a time frame specified by the Contracting Officer. The plan shall identify the deficiency, root cause, and specific corrective measures with implementation dates.

e. Failure to provide required access; failure to produce requested records within the time frames specified; failure to correct identified deficiencies; or repeated or material findings that impact patient safety, compliance, or contract performance may result in remedies up to and including suspension of specific drivers or vehicles from use under this contract, temporary suspension of services, withholding of payment, or termination of the contract for cause or default, as determined by the Contracting Officer.

f. The rights described in this clause are in addition to, and do not limit, any other inspection, audit, or oversights available to the Government under applicable law, regulation, or other provisions of this contract.

PASSENGER TRANSPORTION:

B.1 Contractor provides medical transportation services seven (7) days per week (including holidays), twenty-four (24) hours per day, three hundred sixty-five (365) days per year, for the term of this contract. The majority of requests for service will be between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. The contractor shall provide the VA Medical Center with the method of contacting the Contractor on a twenty-four (24) hour per day basis. Access to the VAMC, Kansas City, MO shall be obtained through wheelchair ramps and the door accesses located to the left and right of the emergency room during normal working hours and at the emergency entrance during off tours.

B.2 If a patient being transported declines to be properly belted; he/she will not be transported. The COR or designee will be notified promptly. If the patient removes the securing devices during the trip, the driver will notify the COR or designee of this upon arrival at destination. The Contractor is not required to transport any VA patient who refuses to be properly secured while being transported. The contractor must document patient refusals in writing and submit the documentation to the COR within 24 hours.

B.3 Contractor drivers will ensure proper loading/unloading techniques are always followed. Patients in wheelchairs will be loaded onto ramps, ensuring all safety systems are working properly, e.g. roll back stops, and the driver will ride the lift with the patient during loading/unloading. Patients in motorized scooters MUST transport to a vehicle seat. NO patient will be allowed to ride a motorized cart (scooter) on the vehicle lift at ANY time. The contractor will ensure that drivers receive appropriate safety training on loading/unloading techniques, and such training shall be documented and made available to COR or designee annually and/or prior to contract submission or renewal.

B.4 Contractor shall provide “through the door” assisted service for all patients to and from their designated appointments. Patients shall be picked up on the ward, in their homes, in the clinics, or at other areas designated by the VA and taken to the authorized destination or appointment. All patients shall be always attended by an authorized responsible party. Assistance in maneuvering stairs and other barriers shall be provided by the driver and/or authorized attendant when necessary. These services may need to be provided within or outside the home (i.e., from the door to the vehicle. When the patient is delivered to a destination (i.e., a clinic or other appointment), an authorized care giver or medical staff at the destination must be informed of the patient’s arrival by the Contractor’s driver or authorized attendant.

B.5 The Contractor's driver or authorized attendant shall continuously observe the patient, to the extent practicable, during transport for signs of distress, changes in mental status, or other indications of a significant change in condition. Observation includes monitoring for, but is not limited to, sudden onset or worsening of shortness of breath, rapid or labored respirations, chest pain, altered level of consciousness, acute confusion, seizure activity, uncontrolled bleeding, or any other symptom that appears emergent or markedly different from the patient's status at pickup.

Upon any indication of a significant change in the patient's condition, the driver or authorized attendant shall immediately stop the vehicle in a safe location (if necessary for patient safety) and promptly communicate the situation to the VA Medical Center Emergency Room staff in Kansas City at (816) 861-4700, Ext. 57310 or 57689. The driver or attendant shall follow the instructions provided by VA clinical personnel, including direction to call local emergency medical services (911) if so instructed.

Diversion from the originally designated destination (e.g., to the VA Emergency Room or another facility) shall only be authorized by the VA travel clerk, VA Emergency Room staff, or the Administrative Officer of the Day (AOD). The Contractor shall not independently alter the destination except to address an immediate and obvious threat to life or safety, in which case the driver or attendant shall notify the VA Emergency Room and AOD as soon as practicable.

All diversions from the original destination, and all significant patient condition changes encountered during transport, shall be reported to the COR or designee no later than one (1) hour after the event, followed by a written incident report submitted by the Contractor within one (1) business day. The incident report shall include the date and time, patient identifier, origin and intended destination, description of the condition change, actions taken by the driver or attendant, parties contacted (including times), and the final disposition of the patient.

B.6 Should the Contractor's driver encounter any problems with transporting of patients, the driver shall contact the COR, or designee, at the Kansas City VA, from 7:30 a.m. to 4:00 p.m. During irregular tour of duty (4:00 p.m. to 7:30 a.m.), weekends or holidays, the driver shall contact the Administrative Officer of the Day (AOD) at the admissions desk. VA will provide a list of individuals (other than the COR or designee) authorized to contact the Contractor.

B.7 Contractor's driver shall notify the COR or designee of any unusual events, including but not limited to accidents, safety problems, patients unbolting themselves and other such incidents that occur, which involve any VA patient being transported under this contract. The COR or designee shall be notified within one (1) hour of the occurrence of the incident(s) by telephone and, if requested by the COR and/or Contracting Officer, a written report of the incident(s) will be delivered to the COR or his/her designee by close of business the next working day. Failure to comply with provisions may be grounds for default.

B.8 When there is a need to transport medical records with the patient, the Contractor's driver will ensure that the locked carrying pouch containing the records is secure and delivered with the patient to the destination.

B.9 RESTRICTIONS: The Contractor may not carry non-VA contract beneficiaries or private-pay patients with VA Beneficiaries under this contract. No beneficiary en-route in any transport shall be transferred from the original vehicle to another vehicle at a location other than the

destination address supplied by the Travel Office, unless extraordinary, urgent need situations arise. All such events must be reported to the Travel Office. Drivers shall not make non-emergency stops for any reason, during any patient transport under this contract.

B.10 While transporting VA patients under this contract, only authorized drivers or attendants, or patient's family member or representative shall be allowed in the vehicle. The number of riders in any vehicle shall not exceed the number of approved safety restraints available in the vehicle.

DRIVERS AND AUTHORIZED ATTENDANTS:

C.1 All Contractor's drivers and attendants shall be required to wear, in a readily observable area on the employee, a Contractor supplied photo identification badge containing the name of the driver or attendant, and the Contractor's business name, or company uniform, that is acceptable to the Contracting Officer, which identifies the drivers and attendants while performing any aspect of service prescribed in this contract. Records of each employee as to character (criminal background check performed) and physical capabilities (Health Certificate or statement of health from a private physician) must be maintained and made available to the Contracting Officer upon request. Failure to comply with this provision may be grounds for default.

C.2 All Contractor's drivers and attendants shall have passed the American Red Cross First Aid Course and have on file a current certificate (renewable every three years) to be made available to the Contracting Officer upon request.

C.3 All Contractor's drivers and attendants shall have passed the American Red Cross Adult CPR course and have on file a current certificate (renewed annually) to be made available to the Contracting Officer upon request.

C.4 All Contractor's drivers and attendants shall have oxygen dispensing training

C.5 Contractor staff shall perform such duties that require the use of the above training and certification, i.e. transferring patients, helping transfer patients, oxygen dispensing, IV pump monitoring, etc., as needed.

C.6 All Contractor's drivers and attendants shall have the physical capabilities to provide special assistance to the patients when transporting patients to the medical center, private residence, nursing homes, etc. The Contracting Officer/COR reserves the right to prohibit specific drivers from participating in the loading, transporting, and unloading of patients should it be determined the driver has engaged in unsafe practices. This determination will be at the sole discretion of the Contracting Officer/COR and will be based upon documented evidence.

C.7 All drivers and attendants, prior to commencing work and thereafter on an annual basis, shall demonstrate to the COR or designee at the VA Medical Center, Kansas City, MO, the individual ability to safely load and unload patients, and the proper techniques and procedures to be followed during transportation of patients. A driver or attendant demonstrating an inability to perform patient handling procedures will be required to obtain additional training. Failure to comply with this provision may be grounds for default.

C.8 All Contractor's drivers shall maintain a valid operator or chauffeur's license, required to operate the type of vehicle necessary to perform the service, as required by the State of Missouri. Contractor shall provide, at the request of the Contracting Officer, with a copy of the valid license of all drivers performing under this contract.

C.9 The COR, or designee, may authorize an attendant other than the driver to accompany a patient with no additional charges incurred to the Government.

CONTRACTOR CONDUCT:

D.1 The VA places the highest priority on the treatment of its beneficiaries. The Contractor, Contractor's employees, and Contractor's representatives shall treat each patient with respect, concern and a professional approach to Patient's dignity as an individual and as a patient. All communication, both verbal and non-verbal by the Contractor's personnel, with and in the presence of the patient, shall be conducted in a professional manner. Failure to comply with this provision may be grounds for default.

D.2 The Contractor's personnel shall conduct themselves in a professional manner while performing any aspect of service related to this contract at or on the grounds of the VA Medical Center. All VA Medical Center rules and regulations shall be adhered to by the Contractor or Contractor's personnel while said persons are at or on the grounds of the medical center. Failure to comply with this provision may be grounds for default.

E. ORDERS:

E.1 Requests for services will be recorded on the daily travel manifest and furnished to the Contractor via facsimile, electronically (e-mail) and/or telephone, by the Travel Section, VA Medical Center, Kansas City, MO, no later than 4:00 p.m. prior to the day the transportation is required. The following information shall be provided by the VA to the contractor:

Patient name (first and last name)

Social Security Number

Pick up point (include address, telephone , city, state, bldg and/or room number if applicable)

Destination

Time of pick up

Support required or items to accompany (oxygen, IV heplocks, escort, other items)

Additional information as needed (whether there are papers, medications or other items to be transported with the patient and location of those items), including any specific physician instructions

If a patient misses his/her scheduled appointment due to pick up delay, the VA shall reschedule the trip. If additional charges are incurred by the VA for the rescheduled trip, the additional

charges shall be the responsibility of the contractor. The VA shall notify the contractor when these cases are identified.

Any transportation service performed by the contractor, without a request from the VA, will be the responsibility of the contractor. Also see Paragraph B.9. Restrictions.

The Contractor shall maintain a record of all trips (scheduled on the travel log or add-on) and provide a printed report that includes the patients name and social security number, date and time of each trip, mileage, and/or any authorized additional charges. The printed report shall accompany the invoice for each billing cycle. The Contractor shall contact Travel Section with any questions, requests for clarification, or the need for additional information at Kansas City VA travel section during the hours of 7:30 a.m. to 4:00 p.m. During irregular tour of duty (4:00 p.m. to 7:30 a.m.), the Contractor shall contact the AOD.

E.2 Requests for add-on trips (orders placed for same day service) not initially recorded on the travel log will be made in writing by facsimile and/or by telephone from the Travel Clerk or AOD. If the Contractor fails to furnish services within a reasonable time (established as 45 minutes) after receiving an add-on request for an order, the VA Medical Center reserves the right to obtain the services from another source and to charge the Contractor with an excess cost which may result. In instances of add-on trips that are over 100 miles driving distance from the pickup point to the drop off location, the COR will allow some flexibility in the 45-minute response time up to 24 hours' notice. The VA will be the sole judge in determining when to order service from another source.

E.3 Contractor shall give higher priority in transporting VA Patients that have scheduled trips. Contractor shall ensure add-on trips will not conflict with scheduled transports arriving at their destination on time.

E.4 In case of inclement weather, the decision as to whether a VA Patient will be transported will be made mutually by the COR or designee, and the Contractor. If mutual agreement cannot be attained, the COR has the final authority to make decisions regarding transportation during inclement weather.

E.5 The Contractor shall notify Travel, upon the Travel Clerk's(or AOD's) request, of the estimated time of arrival for any vehicle en-route to pick-up a VA Patient or any VA loaded vehicle en-route to a specific destination. The Contractor shall also notify Travel by telephone, at least one-hour in advance in the event that the Contractor is unable to provide the scheduled trips within the time frame necessary for the VA Patient to maintain their scheduled appointment. *For trips outside the Mileage Threshold that the contractor is unable to timely provide the requested transportation, the contractor must notify the VA in time for the VA to coordinate with another company to travel to the destination to pick up the Beneficiary and transport themin time for the patient to maintain their scheduled appointment.* The contractor will be responsible for charges incurred by the VA utilizing another company. Contractor shall use the VA provided list of authorized individuals to contact in the event Travel is not available to receive the Contractor's call.

E.6 WAITING TIME: The VA Medical Center will make every effort to alert the beneficiary to be ready and waiting for the arrival of the vehicle to reduce the lost time to the driver. Waiting time will not apply to the driver's reasonable amount of time required for escorting the patient to the

vehicle, loading and securing patient in vehicle, or unloading and delivering the patient to the authorized care giver or specified destination area. Fifteen minutes is routine and is considered the Grace Period under the contract. For time lost in waiting at either end or both ends of a trip due to causes beyond the control of the driver, the Contractor will be reimbursed at the rate of one-fourth the hourly rate indicated in the schedule for each quarter hour or fraction thereof more than the 15-minute grace period from the time the driver reports to the designated person for initial pickup or from the time the driver arrives at the drop off location. Waiting time must be approved in advance by the COR or designee. Waiting time must be communicated (via email or phone call) by the Contractor to the Beneficiary Travel Office or COR at the time of pick-up. If the pickup is other than the VA Medical Center, the contractor shall call the Contracting Officer's Technical Representative (COR) as soon as the driver expects to claim reimbursement due to delays. The call is only for the purpose of verifying the driver's arrival at the pickup point and is not necessary if the driver anticipates no delay for which the Contractor will claim reimbursement.

Waiting time must be pre-approved by the COR or designee. The contractor must notify the Beneficiary Travel Office or COR in real time (by phone or email) at the time of pick-up if waiting time is anticipated. For pickups outside the VA Medical Center, the contractor shall call or email the COR as soon as the driver expects to claim reimbursement. Documentation of this communication must be included with the invoice.

E.7 Payment for trips performed under the contract shall be based on the base rate (per trip) to specific locations (plus the mileage rate for trips outside the mileage threshold, subject to its 40-mile reduction as explained above). Payments for trips in which the patient is transported are limited to "one way only", "patient loaded" miles. Payments for authorized trips in which the patient declines to be transported (through no fault of the contractor) or in which the patient cannot be found, shall be made according to "no load" trips requirements.

E.8 There is a limited exception to compensation for loaded miles when a patient is picked up from a remote location and dropped off at a remote location. "Remote location" is defined as outside the 40-mile driving distance of the VAMC, Kansas City, MO.

For remote location trips, the Government will authorize payment of round-trip mileage (to <u>and from</u> the patient destination) in addition to the Base Rate, when such payment is specifically approved in writing by the COR or Contracting Officer. Any such exception will be documented in the order or in a written modification. In all other cases, mileage will be paid in accordance with the standard mileage rules described in the SOW.

For Example: Patient is picked up from home in city outside mileage threshold and transported to Community Based Outpatient Clinic (CBOC) for appointment (also outside mileage threshold). Contractor incurs wait time while patient completes his/her appointment and mileage to transport patient back home. In this scenario contractor will be compensated for mileage incurred from VAMC Kansas City to pickup point (i.e. patient's home), mileage to drop off location (i.e., CBOC), wait time (if pre-approved by the VA), and mileage to transport patient back to home from the appointment location. Rates will be in accordance with current contract rates for mileage and wait time.

E.9. If the COR or designee, Travel Clerk, or AOD, authorizes the Contractor to transport more than one patient on a trip to the same destination within the mileage threshold, (see below,

paragraph G, for restrictions on the number of patients per vehicle), payment shall be made for the initial patient according to the schedule of items.

E.10 When more than 1 (one) patient is transported outside the Mileage Threshold, in a single vehicle, the longest distance transported will be claimed for mileage calculation purposes, in addition to the base rate. Trip mileage shall be determined in accordance with the current Bing Maps internet version, using Quickest Route. The Contractor shall ensure that pickups and drop-offs are made so that the total distance traveled will result in the most economical charge to the Government. When more than one patient is transported within the 40-mile driving distance in a single vehicle, a base rate will be charged for only one patient.

PATIENT PRIVACY AND CONFIDENTIALITY: Contractor shall maintain the confidentiality of all patient information and records associated with the performance of this contract. Awarded contractor shall be required to sign Business Associate Agreement (BAA) as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). See Attachment A for sample Business Associate Agreement.

NUMBER OF PATIENTS: It is understood and agreed that no vehicle will transport more individuals than the number of approved safety restraint devices installed in that vehicle. When more than one patient is transported on a trip, whether it is to the same destination or to separate destinations, payment will be made in accordance with the terms listed in paragraph E. Orders.

VEHICLES: FAILURE BY THE SUCCESSFUL BIDDER TO MAINTAIN COMPLIANCE WITH ANY OF THE PROVISIONS PRECRIBED IN THIS SECTION FOR VEHICLES USED IN PERFORMANCE MAY BE CONSIDERED GROUNDS FOR DEFAULT OF THE CONTRACT.

H.1 Each vehicle shall be always equipped when transporting a patient in the performance of this contract with equipment as required by Federal 49 CFR Parts 27, 37 and 38, Transportation for individuals with Disabilities (most current volume), State and Local Laws, ordinances, codes, rules and regulations and must have a minimum of the following:

a. The ambulance transport vehicle shall be of model and make to ensure safe and comfortable transportation of wheelchair bound patients. Each vehicle shall be so configured as to hold a minimum of three (3) passengers in wheelchairs. For the safety of the passengers, the vehicle shall be equipped with a minimum of 4-point restraints for all wheelchair positions. All positions shall be seated facing the front-on-front mounted seats or rear on rear mounted seats of the vehicle. No patients may be transported on side mounted seats. Tie downs for wheelchairs are to consist of a leverage lock with a safety catch requiring physical unlatching. Lock shall be affixed to frame of vehicle. Many types and styles of locks are acceptable. Any type or style offering complete patient safety that will prevent any motion of the wheelchair within the vehicle will be acceptable. Those considered lacking in this essential safety feature shall not be used for patient transport under this contract unless and until replaced with an acceptable tie down system. Each vehicle and all accessories and systems must be clean and shall meet all maintenance standards of the manufacturer. All preventive maintenance shall be documented and records provided upon request by the Contracting Officer. Wheelchair vans

must be designed so that patients are restrained by a seat belt at all times when the vehicle is in motion.

H.2 All vehicles shall be equipped to allow for direct communication, at all times, between the drivers and staff of the VA Medical Center. This equipment may be mobile telephone, cellular telephone, or radio dispatch which would allow linking to the VA Medical Center by telephone. Contractor shall provide any telephone numbers or special access codes or devices to Travel Section in order to comply with the provision for direct communication.

H.3 All vehicles shall be equipped with properly functioning heater and/or air conditioning, with adequate capacity to maintain the comfort level of the patient during transport. Contractors shall not place a vehicle into service under this contract that does not protect the patient from outside temperatures that are not suitable for the patient's well being. Failure to comply with the provision may be grounds for default.

H.4 All vehicles shall be equipped with secured fire extinguishers, first aid kits, and two (2) flashlights that are readily available and operable for use in event of an emergency. Each vehicle shall contain a minimum of two (2) sanitary blankets.

H.5.All vehicles shall be well maintained in a clean and orderly condition. Vehicles must be free from physical damage; odor, debris and accumulation (which may constitute an accident or fire hazard). Each vehicle shall have a daily maintenance/safety checklist. Checklists shall be maintained at the contractor's establishment and made available for inspection upon request.

H.6 All vehicles shall be smoke free and provide the proper ventilation for the patient.

H.7 All vehicles shall be maintained with a professional appearance that is representative of the services being performed on behalf of the Department of Veterans Affairs.

H.8 The Contracting Officer reserves the right to prohibit specific vehicles from being used to perform transportation services under this contract. This determination will be at the sole discretion of the Contracting Officer and will be based on documented evidence.

H.9 All vehicles shall be equipped with a minimum of one (1) 630-liter oxygen tank and working gauges, etc. to dispense oxygen if necessary. Each tank must be maintained in a secure holder that would withstand an impact collision for the safety of the patient and driver.

H.10 Each vehicle shall be equipped with flashing warning lights activated by the opening and loading doors and a properly functioning audible back-up signal.

I TOLL CHARGES: It is agreed and understood that the prices quoted in the schedule do not include any ferry, bridge, tunnel or road toll charges. Any such legitimate toll charges incurred shall be limited to ONE WAY ONLY and shall be listed separately on the Contractor's invoices.

J. PERFORMANCE STANDARD:

Contractor must maintain a 90% satisfaction rate per 100 trips to be considered as providing acceptable performance. Validity of complaint is to be determined by the COR. Valid complaints more than 10% per quarter may be grounds for termination (FAR Clause 52.212-

4(m)). Performance tracking will be monitored by the COR on a quarterly basis. The contractor will maintain a complaint log and submit it to the COR quarterly.

If valid complaints exceed 1% per quarter, the contractor will be issued a Contract Discrepancy Report (CDR) and required to submit a corrective action plan within 10 business days. Continued failure to meet the satisfaction threshold may result in contract termination for cause.

K. MANTOUX TESTING:

Contractor must provide evidence of negative PPD tests within fourteen (14) calendar days prior to employee beginning service. If an earlier PPD test was given over twelve (12) months previously, the current test shall be a 2-step Mantoux test.

Contractors must provide medical evidence that employee is disease free for those employees having a positive PPD.

Regular annual re-testing program for TB must be established and maintained for all contract employees that may be used in performance of this contract. Contractor must provide evidence of re-tests for each contract employee to the Contracting Officer within ten (10) calendar days of retest.

The Mantoux testing requirements apply to Contractor employees providing services during any absence from duty of scheduled employees for any reason.

In no circumstance will an employee be allowed to begin duty without prior submission of the required testing certification.

L. HEPATITIS B VACCINATION:

The employer shall make available the Hepatitis B vaccine and vaccination series within ten (10) days of employment to all contract employees who have occupational risk and follow-up to all contract employees who have an exposure incident

The Contractor shall bear all costs associated with vaccinations.

V A Form 10-5549c, Information about Hepatitis B Vaccine (Recombinant), Consent Form, or VA Form 10-5549d. Hepatitis B Vaccine Declination (Mandatory) (Attachment B) shall be submitted to the Contracting Officer within thirty (30) days of waiver, or completion of the first in the series of the Hepatitis B Vaccine, and at completion of the vaccination series. These forms shall be provided to the contractor upon award of the contract.

M. JOINT COMMISSION FOR ACCREDITATION OF HEALTH CARE ORGANIZATIONS (JCAHO) COMPETENCY REQUIREMENTS: The contractor shall be responsible to ensure that his/her employees performing services under this contract receive the information required to perform their duties.

(a) Contractor shall attend a pre-work orientation meeting prior to the commencement of services under this contract. The VA shall schedule this meeting, and it shall include discussion of the following topics: Fire and Safety, Infection Control and Disaster procedures.

(b) Contractor shall be responsible to ensure his/her employees who are providing work on this contract are fully trained and completely competent to perform the required work.

(c) The contractor will submit annual training records and competency certifications for all employees.

N. INFECTION CONTROL COMPLIANCE: Contractor shall provide written certification of training to employees used in performance of this contract and Contractor compliance with the Bloodborne Pathogens Standards. 29 CFR Part 1910.1030 (copy available on request). Certification must be received by the Contracting Officer prior to employee being assigned for duty.

(a) The infection control compliance requirements apply to Contractor employees providing services during any absence from duty of scheduled employees for any reason.

(b) In no circumstance will an employee be allowed to begin duty without prior submission of the required training certification.

(c) 29 CFR part 1910.1030 is OSHA's standard requiring employers to:

(1) Develop written exposure-control plans.

(2) Train all employees in occupational risks;

(3) Maintain records on employee training.

(4) Use warning labels.

(5) Implement proper work methods including "Universal Precautions", (i.e. proper care and disposal of personal protective equipment such as the use and disposal of latex gloves);

(6) Offer Hepatitis B Vaccine (HBV) to employees.

(7) Provide medical evaluations following employee's exposure incident; and,

(8) Supply personal protective clothing and equipment (i.e., gloves and goggles)

O. CONTRACT ADMINISTRATION:

O.1 The Contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments to issue changes that will affect the price, quantity, quality, or delivery terms of this contract.

O.2 EVIDENCE OF INSURANCE COVERAGE:

Before award of the contract, the Contractor shall furnish to the Contracting Officer a certificate of Insurance which shall contain an endorsement to the effect that cancellation of, or any material change in, the policies which adversely affect the interest of the Government in such insurance, shall not be effective unless a 30-day written notice of cancellation or change is furnished the Contracting Officer. Insurance coverage must include the following requirements:

Minimum coverage amounts: General liability $1,000,000 per occurrence; auto liability $1,000,000 per occurrence; workers' compensation as required by law. Insurance must be provided by carriers licensed in the state of Missouri. Certificates must be renewed annually and submitted to the Contracting Officer at least 30 days before expiration. Any lapse or reduction in coverage must be reported immediately.

O.3 INVOICING:

The Contractor shall coordinate billing arrangements with the COR through the VetRide platform weekly. Billing details shall include the contract number, date, time, patient's name and address, mileage, etc. Beneficiary Travel Assistants review and verify the billing details and informs the COR that they are ready for approval. The COR then approves the invoice in VetRide. The Contractor shall maintain a log, which will show pickup point and destination, and departure/arrival times if waiting time is claimed. If detours are encountered due to road construction or other obstruction, invoices shall so be noted.

All electronic submissions of invoices, reports, or sensitive data must use secure, encrypted methods as approved by the VA. Acceptable formats include PDF, Excel, or other formats specified by the Contracting Officer. Submissions must be sent to the designated secure portal or email address.

O.4 SERVICE CONTRACT ACT OF 1965:

All service employees who will be employed in the performance of the contract awarded as a result of this solicitation shall be paid no less than the wages shown on the Wage Determination which is incorporated and made a part of this solicitation and resulting contract.

SPECIAL CONTRACT REQUIREMENTS (Paragraphs P through W)

P. HIPAA Compliance:

a. As a covered entity, the Department of Veterans Affairs (VA) is required by law to obtain satisfactory assurance of a Business Associate and that the Business Associate appropriately safeguards protected health information it receives or creates on behalf of the covered entity. Contractors and any subcontractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 to include the Administrative Simplification Provisions of the law and associated rules and regulations published by the Department of Health and Human Services (HHS). The Contractor shall comply with all HIPAA-related rules and regulations to include Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information, and the Security Standards. This includes both the Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity component of the Department Veterans Affairs is the Veterans Health Administration (VHA). In accordance with HIPAA, the Contractor will be required to enter into a Business Associate Agreement (BAA) with VHA.

b. Business associates must follow VHA privacy policies and practices. All contractors and business associates must receive privacy training annually. For contractors and business associates who do not have access to VHA computer systems, this requirement is met by completing VHA National Privacy Policy training, other VHA approved privacy training or contractor furnished training that meets the requirements of HHS Standards for Privacy of Individually Identifiable Health information as determined by VHA. For contractors and business associates who are granted access to VHA computer systems, this requirement is met by completing VHA National Privacy Policy training or other VHA approved privacy training. Proof of training is required.

c. Any violation of HIPAA will be reported to the Contracting Officer in writing within twenty-four (24) hours of the Contractor's discovery of an occurrence. Included in the report will be a description of the occurrence, patient names (if known), location, date and time. A copy of any police report filed will be provided by the Contractor to the Contracting Officer within twenty-four (24) hours of completion.

Q. Contracting With Parties Listed On The OIG List Of Excluded Individuals/Entities:

a. In accordance with The Health Insurance Portability and Accountability Act (HIPAA), Sections 1128 and 1128A of the Social Security Act and the Balanced Budget Act (BBA) of 1977, the Office of Inspector General has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care payments due to fraud and/or abuse of the Medicare and Medicaid programs.

Therefore, all offerors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at www.hhs.gov/oig to ensure that the proposed candidate(s) and/or firm(s) are not listed. Offerors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) of $10,000 for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMPs may also be imposed against health care providers and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

c. By signing the offer/bid, the Contractor certifies that he/she has reviewed the OIG List of Excluded Individuals/Entities and that the proposed candidate(s) and/or firm is not listed as of the date the offer/bid was signed.

R. Required Registration with Contractor Performance System (CPS):

a. “Contract” means a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure on appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C.6301, et seq.

b. 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 $100,000 and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided with an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor Performance System (CPS), which is maintained by the National Institutes of Health (NIH). The CPS database information is shared with the Federal Awardee Performance and Integrity Information System (FAPIIS) automated information system, which is available to all Federal agencies.

c. Each contractor whose contract award is estimated to exceed $100,000 is required to register with the NIH CPS database at the following web address: https://cpscontractor.nih.gov. Help in registering can be obtained by contacting CPS Support E-mail (cps-support-l@list.nih.gov) or by calling (301) 451-2771. Registration should occur no later than thirty (30) days after contract award and must be kept current should there be any change to the contractor’s registered representative.

d. 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 CPS 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.

e. Failure to have a current registration with the NIH CPS 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.

S. Contractor Personnel Security Requirements:

a. All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. Background investigations must be completed within 30 days of contract award or prior to the employee beginning work under the contract. If the investigation is not completed prior to the start date of the contract, the contractor will be responsible for the actions of those individuals they provide to perform the work for VA.

(1) Position Sensitivity – The position sensitivity has been designated as LOW RISK

(2) Background Investigation – The level of background investigation commensurate with the required level of access is National Agency Check with Written Inquiries

(3) Cost of each Background Investigation $ 254.00

b. Contractor Responsibilities:

(1) The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse VA within 30 days from receipt of a bill of collection. Background investigations from investigating agencies other than OPM are permitted if the agencies possess an OPM and Defense Security Service certification. A Cage Code number must be provided to the Office of Security and Law Enforcement, which will verify the information and advise the contracting officer whether access to the computer systems can be authorized.

(2) The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship, or are otherwise lawfully admitted to, and working in the United States, and are able to read, write, speak and understand the English language.

(3) After award and prior to contract performance, contractor will submit to the contracting officer:

(a) List of names of contractor personnel.

(b) Social Security Numbers of contractor personnel

(c) Dates of birth of contractor personnel

(d) Contractor personnel email addresses

(e) Contractor personnel places of birth

(d) Contractor's point of contact, physical mailing address, telephone and email address

(4) Contractor shall notify the Contracting Officer prior to changing/adding new contract personnel by submitting the above information.

(5) The Contractor shall submit or have Contractor employees submit the following required forms to the VA Office of Security and Law Enforcement within 30 days of receipt:

(a) Standard Form 85P, Questionnaire for Public Trust Positions

(b) Standard Form 85P-S, Supplemental Questionnaire for Selected Positions

(c) FD 258, U.S. Department of Justice Fingerprint Applicant Chart

(d) VA Form 0710, Authority for Release of Information Form

(e) Optional Form 306, Declaration for Federal Employment

(f) Optional Form 612, Optional Application for Federal Employment

(6) 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 for cause.

Substitution of Personnel: The contractor must notify the Contracting Officer in writing before substituting any driver or attendant. Submit all required documentation for new personnel (licenses, background checks, training certificates) at least 5 business days prior to assignment. Written approval from the Contracting Officer is required before new personnel begin work.

(8) Government Responsibilities:

(a) The VA Office of Security and Law Enforcement will provide the necessary forms to the Contractor or to the Contractor's employee(s) after receiving a list of names and addresses.

(b) Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.

(c) The VA Office of Security and Law Enforcement will notify the contracting officer and contractor after adjudicating the results of the background investigations received from OPM.

(d) The Contracting Officer will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.

T. VA Cyber Security And Privacy Training Requirements For Contractor Employees:

a. Definitions. As used in this clause –

(1) "Information technology resources" means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

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

b. All Contractor employees requiring access to VA information technology resources shall complete the following prior to contract performance and annually thereafter. The contractor will submit training completion certificates to the Contracting Officer annually.

(1) Successfully complete VA Cyber Security Awareness training.

(2) Successfully complete VA General Privacy training.

c. The Contractor shall provide a copy of VA Cyber Security training certificates and VA General Privacy training certificates for each applicable employee to the Contracting Officer prior to contract performance and annually thereafter. These online courses are located at the following web site: https://www.lms.va.gov

d. All Contractor employees that do not have access to VA information technology resources but do have access to VA sensitive information shall annually complete VA General Privacy training. The Contractor shall provide a copy of VA General Privacy training certificates for each applicable employee to the Contracting Officer prior to contract performance and annually thereafter. This course is available online at: https://www.lms.va.gov

e. Failure to complete mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed. In addition, the contract may be terminated for cause should the Contractor fail to meet mandatory training requirements.

d. Proof of completion for VA Cyber Security Awareness and General Privacy training must be submitted electronically to the Contracting Officer annually, prior to contract performance and upon renewal. Acceptable proof includes training certificates or official transcripts.

U. VISN 15 Personal Security Verification (PIV) Card And/or Security Badge Requirements For Contractor Employees:

Definitions. As used in this clause –

“Access” means routine, unescorted physical entry into, and to the extent authorized, mobility within a Government facility. Also, it means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information technology.

“Facility and Government facility” mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the federal government.

“Information_technology” means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major systems/applications and general support systems as defined by OMB Circular A-130, owned by VA or owned and operated on VA’s behalf by another party.

Access to VA Facilities or Systems.

General. The performance of this contract requires Contractor employees to have routine, unescorted access to VA facilities. All such employees who do not already possess a current Security Badge or PIV Card acceptable to VA shall be required to provide personal information, undergo an FBI National Criminal History Fingerprint Check, and obtain a Security Badge or PIV Card prior to being permitted access to any such facility in performance of this contract. No Contractor employee will be permitted routine, unescorted access to a VA facility without a proper Security Badge or PIV Card.

Citizenship-related requirements. If required by the contract, each affected Contractor employee as described in paragraph (a) shall be a United States (U.S.) citizen. Otherwise, each affected contractor employee as described in paragraph (a) shall be:

A United States (U.S.) citizen; or

A national of the United States (see 8 U.S.C. 1408); or

An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I–151.

Background information.

Each Contractor employee that has access to VA facilities or systems shall complete the attached Special Agreement Check (SAC) Worksheet (see attachment) and deliver to the VA office responsible for fingerprinting and processing the Contractor employee(s). The Contracting Officer's Technical Representative will provide instructions to the contractor regarding the local procedures for fingerprinting and obtaining a Security Badges or PIV card.

After completion of the fingerprint check, the Contracting Officer will notify the Contractor in writing if any Contractor employee is determined to be unsuitable to be given access to a government facility or VA system. If so notified, the Contractor shall not allow such employees to perform work on this contract.

Security Badge or PIV Cards.

VA will issue a Security Badge or PIV Card to each Contractor employee who is to be given routine, unescorted access to VA facilities or access to VA systems and does not already possess a Security Badge or PIV Card. VA will not issue the Security Badge or PIV Card until the Contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check.

Security Badge or PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their Security Badge or PIV Cards on their persons at all times while working in a VA facility and shall present their cards for inspection upon request by VA officials or VA security personnel.

The Contractor shall be responsible for all Security Badge or PIV Cards issued to the Contractor's employees and shall immediately notify the Contracting Officer if any Security Badge or PIV Card(s) cannot be accounted for. The Contractor shall notify the Contracting Officer immediately whenever any Contractor employee no longer has a need for his/her VA-issued Security Badge or PIV Card (*e.g.*, employee terminates employment with the Contractor, employee's duties no longer require access to VA facilities). In such cases, the Contracting Officer will instruct the Contractor on how to return the Security Badge or PIV Card. Upon expiration of this contract, the Contracting Officer will instruct the Contractor on how to return all VA-issued Security Badge or PIV Cards not previously returned. The Contractor shall not return Security Badge or PIV Cards to any person other than the individual(s) named by the Contracting Officer.

Control of access. VA shall have and exercise full and complete control over granting, denying, withholding, and terminating access of Contractor employees to VA facilities and systems. The Contracting Officer will notify the Contractor immediately when VA has determined that an employee is unsuitable or unfit to be permitted access to a VA facility or system. The Contractor shall immediately notify such an employee that he/she no longer has access to any VA facility or system, shall retrieve the employee's Security Badge or PIV Card from the employee, and shall provide a suitable replacement employee in accordance with the requirements of this clause. The Government may not be able to give the Contractor the reason

for requiring the removal of the unsuitable contractor employee. The Government shall not be responsible for any costs incurred by the Contractor because of removing such employee from the subject contract.

Termination. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract for default.

V. Contractor Special Agreement Check (SAC):

A Special Agreement Check (SAC) is an FBI criminal history check of fingerprints which is initiated prior to entry on duty for all new Contractor employees who perform services for at least ten (10) days and who:

Provide direct and/or ancillary healthcare services at VA facilities

Have access to VA computer/information systems

Having access to sensitive information

The SAC Form is attached and should be completed by the contractor when there is a change in contractor employees' performing services against this contract. The SAC will be completed by HR or designated service for contractor employees prior to or on the first day on which the contractor employees begin work under the contract, on-site at the VA facility. The COR indicates on the form whether contractor employees require computer access and signs the form. The COR ensures the SAC form is provided to human resources (HR) or designated service prior to or at the time of fingerprinting of contract personnel. HR or designated service at the facility does the fingerprinting of contractor employees and signs the form and returns the form to the COR who will then ensure that the contracting officer is aware the SAC has been completed by HR.

If the fingerprint report requires adjudication of "potentially actionable issues" (i.e., if there is a "hit") with respect to the Contractor employees, HR should contact the COR who will then notify the Contracting Officer so that a determination can be made as to whether remove or retain the Contractor employee from performance against the contract.

W. Trip Documentation

Trip Log and Invoice Requirements: Each trip log must include: patient name, SSN, date, pickup and drop-off times, pickup and drop-off locations, mileage, waiting time (if any), authorization number, and driver's name. Invoices must be accompanied by trip logs for all billed trips. Use the provided template (see Attachment X) or ensure all required fields are present. Incomplete or inaccurate logs/invoices may result in delayed payment or rejection.

X. Communication Protocols: Routine communications: Use email or phone to the COR or designated VA contact during business hours. Urgent/emergency communications: Use phone and follow up with email as soon as possible. Maintain an up-to-date contact list for all key VA and contractor personnel. All communications regarding incidents, delays, or service interruptions must be documented.

Additional Administrative Information

Contract Administration Data

All contract administration functions will be retained by the Department of Veterans Affairs.

The Contracting Officer will be the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer will be authorized to make commitments or issue changes that affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered unauthorized, and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

Contracting Officer's Representative

Pursuant to VAAR Provision 852.270-1, Representatives of Contracting Officer, the designated representative for this contract will be determined at award.

Acronyms and Definitions

AOD: Administrative Officer of the Day

CDR: Contract Discrepancy Report. Report issued by the Government to the contractor to document a supply or service found to be unacceptable during contract performance.

CLIN: Contract Line-Item Number. Unit of work (or service) to be performed (or delivered) by the contractor as a pay item.

CO: Contracting Officer. A person with the authority to enter into, administer, and/or terminate

contracts and make related determinations and findings.

COR: Contracting Officer's Representative. An individual, including a Contracting Officer's

Representative (COR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

PHI: Protected Health Information. Protected Health Information (PHI) refers to any information in a medical record or designated record set that can be used to identify an individual and that was created, used, or disclosed in the course of providing a healthcare service such as diagnosis or treatment.

Trip Log: The official record of each transport, including all required data fields.

QA: Quality Assurance. Actions taken by the government to assure contracted services meet PWS requirements.

Personnel

Non-Personal Services

This is a non-personal services contract. Personnel rendering services under this contract are not subject either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. The Government shall not exercise any supervision or control over the contractor personnel performing services herein. Such contractor personnel shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

Contractor Compliance with the Immigration and Nationality Act of 1952

The Contractor shall comply with any and all legal provisions contained in the Immigration and

Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by

Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as

these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals.

Hours of Operations

Business hours for the VAMC follow:

a. Administrative hours: Monday through Friday, 8:00 a.m. - 4:30 p.m.

b. National Holidays: The 11 holidays observed by the Federal Government are:

New Year's Day;

Martin Luther King's Birthday;

Presidents Day;

Memorial Day;

Juneteenth Independence Day

Independence Day;

Labor Day;

Columbus Day;

Veterans Day;

Thanksgiving;

Christmas; and any other day specifically declared by the President of the United States to be a national holiday.

(c.) Off-Duty hours: Friday from 4:30 p.m. through Monday at 8:00 a.m.; and Monday through Thursday, from 4:30 p.m. to 8:00 a.m. the following morning.

Quality Control

CONTRACT PERFORMANCE MONITORING. The COR may perform surveillance of

services by any of the methods listed below:

a. Observing actual performance.

b. Inspecting the services to determine whether the performance meets the performance

standards; and

c. Review of any other appropriate records.

(1) When unacceptable performance occurs, the COR shall inform the Contractor and the

Contracting Officer. This will normally be in writing unless circumstances necessitate verbal

communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a

Contract Discrepancy Report (CDR), and present it to the contractor program manager. The

Contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the

Contractor is required to prepare a corrective action plan to document how the Contractor shall

correct the unacceptable performance and avoid a recurrence. The CDR will also state how long

after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the Contracting Officer.

(2) Pursuant to VAAR Provision 852.270-1, Representatives of Contracting Officer

representative(s); The Government shall periodically evaluate the Contractor performance by

appointing a Contracting Officers Representative (COR) to monitor performance to ensure services are received. The Government representative(s) shall evaluate the Contractor performance through inspections of observations, inspection of services or any other form of documentation and all complaints from VA personnel. The Government may inspect as each task is completed or increase the number of quality assurance inspections if deemed appropriate because of repeated failures or because of repeated customer complaints. Likewise, the Government may decrease the number of quality assurance inspections if performance dictates. The Government Contracting Officer shall make final determination of the validity of customer complaint(s).

(3) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements at no additional cost to the Government.

Contract Security

“The C&A requirements do not apply and a Security Accreditation Package is not required”.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period

required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(End of Clause)

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

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

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

C.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/

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR	JAN 2025

	VOLUNTARILY EXCLUDED	
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
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
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
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
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
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.216-75	ECONOMIC PRICE ADJUSTMENT—FUEL SURCHARGE	NOV 2021
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

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 $5,000.00, 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 $500,000.00;

(2) Any order for a combination of items in excess of $1,500,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 9-30-2031.

(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 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

(a) *Equal opportunity clause*. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

C.8 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (NOV 2025) (DEVIATION)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

C.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Driver	
Dispatcher	
Cordordinator	
Attendant	

(End of Clause)

C.10 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.11 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.12 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.13 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

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

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

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

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk
Driver
Attendant
Schedular
Supervisor
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk

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

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3:

Tier 5:

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

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

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

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

1. When no longer needed for contract performance.

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

3. Upon contract completion or termination.

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

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

1. Contractor/subcontractor employee name.
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee’s PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Wage Determination 2015-5105 Rev 27.

See attached document: Checklist for Offerors- Required Documents.

(End of Addendum to 52.212-4)

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(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 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 pre-award 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 subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items 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 commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/);

(ii) Quick Search (http://quicksearch.dla.mil/);

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(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 exceeding $10,000 and offers of $10,000 or less 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 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 items, the make and model of the item 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.

INSTRUCTIONS TO OFFERORS

1. Definitions:

As used in this part:

(a) “Offeror” means a schedule contractor that submits a response (i.e. quotation) to the government’s Request for Quotation (RFQ).

(b) “Offer” means a quotation (to include documentation in support of the evaluation criteria) submitted in response to the Government’s Request for Quotation (RFQ).

(c) “CLIN” means contract line item number.

2. General:

(a) All times listed in these instructions are in Central Standard Time (CST).

(b) Responses will be evaluated for both technical merit and price reasonableness. In order to provide full consideration of qualifications for contract award, offerors are encouraged to ensure that the information furnished in support of the technical response is factual, accurate and complete. The Government reserves the right to verify any information provided for evaluation purposes.

(c) As set forth in FAR 8.405(2) (d), the Government intends to evaluate quotes and award a firm fixed price contract without discussions with offerors. Therefore, the offeror’s initial quote should contain the offeror’s best terms from a cost or price and technical standpoint.

3. Site Visit Instructions:

A site visit is not planned.

4. Technical Questions: So that the Government may respond to all questions in a timely and appropriate manner, all questions must be submitted via e-mail to Michael Murphy at michael.murphy7@va.gov, no later than 3:00 PM CST, August 4,2026. Questions received after this date and telephonic inquiries will not be accepted. Questions will be answered by amendment to this solicitation will be posted and provided to all interested contractors by email.

ALL Email Correspondence Must Include “ 36C25526Q00547 Transportation” in the Subject Line.

5. Response:

(a) Offers are to be submitted in two parts: 1) a price response and 2) a non-price price response to the evaluation factors. Both responses are to be submitted together; however, the non-price and price responses shall be separated into two severable parts. The pricing

response shall consist of the signed Standard Form (SF) 1449 and completion of the price schedule(s). The non-price response shall address the non-price evaluation criteria. Quotes shall be submitted in the following manner:

(b) The cover page shall include the name and address of the organization submitting the quote and point(s) of contact to include e-mail address and phone number. The point of contact shall have the authority to bind and make representations for the organization relative to the quote and any contract resulting from the quote.

(c) The technical portion shall be typed with no identifying marks indicating the company name or any identifying product other than on the cover page. The non-price response to the quote shall not have any reference to price and/or cost. These items are to be included in only the price response which includes the SF 1449 and the price schedule.

(d) Every precaution will be taken to safeguard non-price responses against disclosure to unauthorized persons. Any reference to price or cost within the non-price response shall be removed. The non-price response will be informally evaluated for completeness to ensure that all solicitation requirements are addressed.

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As used in this part:

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(a) Offers are to be submitted in two parts: 1) a price response and 2) a non-price price response to the evaluation factors. Both responses are to be submitted together; however, the non-price and price responses shall be separated into two severable parts. The pricing response shall consist of the signed Standard Form (SF) 1449 and completion of the price schedule(s). The non-price response shall address the non-price evaluation criteria. Quotes shall be submitted in the following manner:

(b) The cover page shall include the name and address of the organization submitting the quote and point(s) of contact to include e-mail address and phone number. The point of contact shall have the authority to bind and make representations for the organization relative to the quote and any contract resulting from the quote.

(c) The technical portion shall be typed with no identifying marks indicating the company name or any identifying product other than on the cover page. The non-price response to the quote shall not have any reference to price and/or cost. These items are to be included in only the price response which includes the SF 1449 and the price schedule.

(d) Every precaution will be taken to safeguard non-price responses against disclosure to unauthorized persons. Any reference to price or cost within the non-price response shall be removed. The non-price response will be informally evaluated for completeness to ensure that all solicitation requirements are addressed.

(e) In order to be considered responsive, offeror must provide the following with their quote:

1. Signed 1449
2. See Attached : Checklist for Offerors: Required Documents

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

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

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

E.2 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
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
FAR Number	**Title**	**Date**
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.5 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048
Mailing Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048

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

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

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

(End of Provision)

(End of Addendum to 52.212-1)

E.8 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers.

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

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

(End of Provision)