Combined Synopsis/Solicitation Notice

SUBJECT* Courier Services between Overton Brooks VAMC in Shreveport, LA and CBOCs

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	77056-5643
SOLICITATION NUMBER*	36C25626Q0965
RESPONSE DATE/TIME/ZONE	08-12-2026 16:00 CENTRAL TIME, CHICAGO, USA
ARCHIVE	9 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	SDVOSBC
PRODUCT SERVICE CODE*	R602
NAICS CODE*	492110
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs Network Contracting Office 16 Galleria Financial Center 5075 Westheimer Road, Suite 750 Houston TX 77056-5643
POINT OF CONTACT*	Contracting Officer Jeneice Matthews jeneice.matthews@va.gov

PLACE OF PERFORMANCE

ADDRESS	Overton Brooks VA Medical Center 510 E. Stoner Ave Shreveport LA
POSTAL CODE	71101
COUNTRY	US

ADDITIONAL INFORMATION

AGENCY'S URL	https://www.va.gov
URL DESCRIPTION	Department of Veterans Affairs
AGENCY CONTACT'S EMAIL ADDRESS	jeneice.matthews@va.gov
EMAIL DESCRIPTION	RFQ 36C25626Q0965 Courier Service

DESCRIPTION

36C25626Q0965 – Courier Services for the Department of Veterans Affairs (VA), Overton Brooks VA Medical Center (VAMC) located in Shreveport, Louisiana and Community Based Outpatient Clinics (CBOCs).

1. This is a combined synopsis/solicitation (CSS) for commercial products or commercial services prepared in accordance with (IAW) Federal Acquisition Regulation (FAR) Overhaul Part 12, Acquisition of Commercial Products and Commercial Services- FAR Overhaul. This announcement constitutes the only solicitation; quotes are being requested, and a written solicitation document will not be issued.

2. The CSS number is 36C25626Q0965. It is issued as a Request for Quote (RFQ) for Courier Services located at the Overton Brooks VAMC, 510 E. Stoner Ave, Shreveport, Louisiana 71101 and the CBOCs. The government anticipates awarding an Indefinite Delivery Indefinite Quantity (IDIQ) Firm-Fixed Price contract resulting from this solicitation.

3. This acquisition is set-aside for Service-Disabled Veteran Owned Small Business concerns.

4. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2026-01 (eff. 03/13/2026).

5. The associated North American Industrial Classification System (NAICS) code for this procurement is 492110 -Couriers and Express Delivery Services with a small business size standard of 1,500 employees.

6. A complete description of the requirement and/or applicable government need(s) are as follows: See attached 36C25626Q0965.

Contracting Office:
Department of Veteran Affairs
Network Contracting Office (NCO)-16
Galleria Financial Center
5075 Westheimer Road, Suite 750
Houston, TX 77056

Contract Specialist:
Jeneice Matthews
POC: jeneice.matthews@va.gov

Please contact Jeneice Matthews for questions or other inquiries about this solicitation via email at jeneice.matthews@va.gov by 4:00p.m. Central Standard Time on August 4, 2026. If questions are received, an amendment to this RFQ will be posted with all questions and answers.

Quote in response to this RFQ are due at 4:00 PM Central Standard Time, August 12, 2026. Quotes shall be submitted in writing and sent via email to jeneice.matthews@va.gov .

Please insert "36C25626Q0965 Quote" in the subject line of your email. OFFEROR SHALL COMPLETE THE FOLLOWING LOCATED IN SECTIONS BELOW OF THIS SOLICITATION 36C25626Q0965 TO BE DEEMED ACCEPTABLE:

a) Section B- Contract Administration Data, Contractor contact information.

b) Volume 1-Technical

c) Volume 2-Price

d) Attachment B (signed)- 852.219-75 VA Notice of Limitations on Subcontracting — Certificate of Compliance for Services and Construction (JAN 2023) (DEVIATION)

e) Attachment C- Relevant Experience Form

EVALUATION: The procurement is being evaluated under the procedures of FAR Overhaul Part 12. As such, IAW FAR 12.203(c)(2), the Government will award a contract resulting from this solicitation based on lowest price, technically acceptable (LPTA) to the responsive and responsible quoter whose quote, conforms to the solicitation. All quoters shall have a current registration in the System for Award Management (SAM) to be considered for award. See section E.12.

See attached document: RFQ 36C25626Q0965_Courier Services SHRV.

See attached document: 36C25626Q0965 ATTACHMENT A - WD 2015-5191 REV 30_05-13-2026 SAM.

See attached document: 36C25626Q0965 Attachment B - 852.219-75 VA NOTICE OF LIMIT ON SUBCONTRACTING.

See attached document: 36C25626Q0965 Attachment C -Relevant Experience Form.

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SECTION B

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR ADMINISTRATOR: _____
CONTRACTOR POC NAME: _____
CONTRACTOR POC PHONE NUMBER: _____
CONTRACTOR ADDRESS: _____
_____
EMAIL ADDRESS: _____
CONTRACTOR UNIQUE ENTITY IDENTITY (UEI):_____

GSA/FSS, NAC, SEWP Contract No (if applicable) _____

b. GOVERNMENT: Contracting Officer 36C256
Department of Veterans Affairs
Network Contracting Office 16
Galleria Financial Center
5075 Westheimer Road, Suite 750
Houston TX 77056-5643

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

[x] 52.232-33, Payment by Electronic Funds Transfer—System for Award Management

3. INVOICES: Invoices shall be submitted in arrears:

a. Other [x] Payment for services provided under the terms of this contract will be made upon delivery, inspection, and acceptance of all line items. This Indefinite Delivery Contract (IDC) does not obligate any funds. All orders will be placed via Task/Delivery Orders by the Contracting Officer. The terms and conditions included in this IDC apply to all purchases made pursuant to it. In the event of an inconsistency between the clauses/ provisions of this IDC and the Contractor's invoice, the clauses/provisions of this IDC will take precedence.

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.
Department of Veteran Affairs
Financial Service Center (FSC)
e-Invoice Payment
http://www.fsc.va.gov/fsc/einvoice.asp

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

AMENDMENT NO	DATE

Please contact Jeneice Matthews for questions or other inquiries about this solicitation via email at jeneice.matthews@va.gov by 4:00p.m. Central Standard Time on August 4, 2026. If questions are received, an amendment to this RFQ will be posted with all questions and answers.

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b) Volume 1-Technical

c) Volume 2-Price

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EVALUATION: The procurement is being evaluated under the procedures of FAR Overhaul Part 12. As such, IAW FAR 12.203(c)(2), the Government will award a contract resulting from this solicitation based on lowest price, technically acceptable (LPTA) to the responsive and responsible quoter whose quote, conforms to the solicitation. All quoters shall have a current registration in the System for Award Management (SAM) to be considered for award. See section E.12.

B.2 INFORMATION TECHNOLOGY (IT) CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

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

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

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

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

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

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

e. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

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

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

h. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA

approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

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

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

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

l. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

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

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

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

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

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

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees and subcontractors only to the extent necessary to perform the

services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor.

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

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

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

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

(1) Contractor/subcontractor personnel no longer has a need for access to VA information or VA information systems.
(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise has their work on a VA project discontinued for any reason.
(3) Contractor believes their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.
(4) Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.
(5) Contractor/subcontractor personnel have their authorization to work in the United States revoked.
(6) Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

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

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

access to VA information, information systems, networks and VA property in their possessions removed, contractors shall notify the appropriate VA COR/CO.

4. TRAINING. This entire section applies to all acquisitions which include section 3.
a. All contractors and subcontractors requiring access to VA information and VA information systems shall successfully complete the following before being granted access to VA information and its systems:
(1) VA Privacy and Information Security Awareness and Rules of Behavior course #10706 Talent Management System (TMS) and HIPAA & Privacy Training course #10203.
(2) Sign and acknowledge (manually through TMS #10706) understanding of and responsibilities for compliance with the Organizational Rules of Behavior, relating to access to VA information and information systems initially and annually thereafter; and
(3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or information access [to be defined by the VA program official and provided to the VA CO for inclusion in the solicitation document – i.e., any role based information security training].

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

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

5. SECURITY INCIDENT INVESTIGATION. This entire section applies to all acquisitions requiring any Information Security and Privacy language.
a. The contractor, subcontractor, their employees, or business associates shall immediately (within one hour) report suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues. After reporting to the ESD, the contractor, subcontractor, their employees, or business associates shall, within one hour, provide the COR/CO the incident number received from the ESD.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved and the circumstances surrounding the incident, including the following:
(1) The date and time (or approximation of) the Security Incident occurred.
(2) The names of individuals involved (when applicable).
(3) The physical and logical (if applicable) location of the incident.
(4) Why the Security Incident took place (i.e., catalyst for the failure).
(5) The amount of data belonging to VA believed to have been compromised.
(6) The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

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

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

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

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

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

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

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

6. Not Applicable (N/A)

7. N/A

8. N/A

9. N/A

10. N/A
11. N/A

12. N/A

13. N/A
14. N/A

(End of IT Contract Security)

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE Shreveport-Round trip courier service between OBVAMC and 1800 Buckner Square, 300 Knight St, Bldg 5 and the Shreveport Vet Center,2800 Youree Dr. Shreveport, LA 71101 Contract Period: Base POP Begin: 10-01-2026 POP End: 09-30-2027	500.00	LT		
0002	BASE As needed round trip courier service between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips weekdays (normal business hours) Mon-Friday 8:00am-5:00pm. Contract Period: Base POP Begin: 10-01-2026 POP End: 09-30-2027	75.00	LT		
0003	BASE Monroe,LA-Round trip courier services between OBVAMC and CBOC clinic loacated at 1691 Bienville Dr. Monroe, Louisiana Contract Period: Base POP Begin: 10-01-2026 POP End: 09-30-2027	250.00	LT		
0004	BASE Texarkana-Round trip courier services Between OBVAMC and CBOC clinc located at 910 Realtor Ave,Texarkana, Arkansas. Contract Period: Base POP Begin: 10-01-2026 POP End: 09-30-2027	250.00	LT		
0005	BASE Longview-Round trip courier services Between OBVAMC and CBOC, clinc located at 1005 N. Eastman Rd. Longview,TX. Contract Period: Base POP Begin: 10-01-2026 POP End: 09-30-2027	250.00	LT		
0006	BASE As needed round trip courier service Between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips Mon-Fri 8:00am-5:00pm Contract Period: Base	75.00	LT		

POP Begin: 10-01-2026
POP End: 09-30-2027

0007		75.00	LT	_____	_____

BASE
As needed round trip courier service between OBVAMC and non VA medical facilities area Stat Trips weekdays (normal business hours) Mon-Fri 8:00am-5:00pm
Contract Period: Base
POP Begin: 10-01-2026
POP End: 09-30-2027

0008		75.00	LT	_____	_____

BASE
As needed round trip courier service Between OBVAMC and non VA medical facilities throughout the Shreveport-Bossier metropolitan area Stat Trips Mon-Fri 5:00pm-8:00am and on Federal holidays when ordered by the Government.
Contract Period: Base
POP Begin: 10-01-2026
POP End: 09-30-2027

BASE TOTAL AMOUNT: _____

1001		500.00	LT	_____	_____

ORDER YEAR 1
Shreveport-Round trip courier service between OBVAMC and 1800 Buckner Square, 300 Knight St, Bldg 5 and the Shreveport Vet Center,2800 Youree Dr. Shreveport, LA 71101
Contract Period: Order 1
POP Begin: 10-01-2027
POP End: 09-30-2028

1002		75.00	LT	_____	_____

ORDER YEAR 1
As needed round trip courier service between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips weekdays (normal business hours) Mon-Friday 8:00am-5:00pm.
Contract Period: Order 1
POP Begin: 10-01-2027
POP End: 09-30-2028

1003		250.00	LT	_____	_____

ORDER YEAR 1
Monroe,LA-Round trip courier services between OBVAMC and CBOC clinic loacated at 1691 Bienville Dr. Monroe, Louisiana
Contract Period: Order 1
POP Begin: 10-01-2027
POP End: 09-30-2028

1004		250.00	LT	_____	_____

ORDER YEAR 1
Texarkana-Round trip courier services Between OBVAMC and CBOC clinc located at 910 Realtor Ave,Texarkana, Arkansas.

	Contract Period: Order 1 POP Begin: 10-01-2027 POP End: 09-30-2028				
1005	ORDER YEAR 1 Longview-Round trip courier services Between OBVAMC and CBOC, clinc located at 1005 N. Eastman Rd. Longview,TX. Contract Period: Order 1 POP Begin: 10-01-2027 POP End: 09-30-2028	250.00	LT	_____	_____
1006	ORDER YEAR 1 As needed round trip courier service Between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips Mon-Fri 8:00am-5:00pm Contract Period: Order 1 POP Begin: 10-01-2027 POP End: 09-30-2028	75.00	LT	_____	_____
1007	ORDER YEAR 1 As needed round trip courier service between OBVAMC and non VA medical facilities area Stat Trips weekdays (normal business hours) Mon-Fri 8:00am-5:00pm Contract Period: Order 1 POP Begin: 10-01-2027 POP End: 09-30-2028	75.00	LT	_____	_____
1008	ORDER YEAR 1 As needed round trip courier service Between OBVAMC and non VA medical facilities throughout the Shreveport-Bossier metropolitan area Stat Trips Mon-Fri 5:00pm-8:00am and on Federal holidays when ordered by the Government. Contract Period: Order 1 POP Begin: 10-01-2027 POP End: 09-30-2028	75.00	LT	_____	_____
	ORDER YEAR 1 TOTAL AMOUNT:				_____
2001	ORDER YEAR 2 Shreveport-Round trip courier service between OBVAMC and 1800 Buckner Square, 300 Knight St, Bldg 5 and the Shreveport Vet Center,2800 Youree Dr. Shreveport, LA 71101 Contract Period: Order 2 POP Begin: 10-01-2028 POP End: 09-30-2029	500.00	LT	_____	_____
2002	ORDER YEAR 2 As needed round trip courier service between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area	75.00	LT	_____	_____

non stat trips weekdays (normal business hours) Mon-Friday 8:00am-5:00pm.
Contract Period: Order 2
POP Begin: 10-01-2028
POP End: 09-30-2029

2003		250.00	LT	_____	_____

ORDER YEAR 2
Monroe,LA-Round trip courier services between OBVAMC and CBOC clinic loacated at 1691 Bienville Dr. Monroe, Louisiana
Contract Period: Order 2
POP Begin: 10-01-2028
POP End: 09-30-2029

2004		250.00	LT	_____	_____

ORDER YEAR 2
Texarkana-Round trip courier services Between OBVAMC and CBOC clinc located at 910 Realtor Ave,Texarkana, Arkansas.
Contract Period: Order 2
POP Begin: 10-01-2028
POP End: 09-30-2029

2005		250.00	LT	_____	_____

ORDER YEAR 2
Longview-Round trip courier services Between OBVAMC and CBOC, clinc located at 1005 N. Eastman Rd. Longview,TX.
Contract Period: Order 2
POP Begin: 10-01-2028
POP End: 09-30-2029

2006		75.00	LT	_____	_____

ORDER YEAR 2
As needed round trip courier service Between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips Mon-Fri 8:00am-5:00pm
Contract Period: Order 2
POP Begin: 10-01-2028
POP End: 09-30-2029

2007		75.00	LT	_____	_____

ORDER YEAR 2
As needed round trip courier service between OBVAMC and non VA medical facilities area Stat Trips weekdays (normal business hours) Mon-Fri 8:00am-5:00pm
Contract Period: Order 2
POP Begin: 10-01-2028
POP End: 09-30-2029

2008		75.00	LT	_____	_____

ORDER YEAR 2
As needed round trip courier service Between OBVAMC and non VA medical facilities throughout the Shreveport-Bossier metropolitan area Stat Trips Mon-Fri 5:00pm-8:00am and on Federal holidays when ordered by the Government.
Contract Period: Order 2

POP Begin: 10-01-2028
POP End: 09-30-2029

ORDER YEAR 2 TOTAL AMOUNT: _____

3001 500.00 LT _____ _____

ORDER YEAR 3
Shreveport-Round trip courier service between OBVAMC and 1800 Buckner Square, 300 Knight St, Bldg 5 and the Shreveport Vet Center,2800 Youree Dr. Shreveport, LA 71101
Contract Period: Order 3
POP Begin: 10-01-2029
POP End: 09-30-2030

3002 75.00 LT _____ _____

ORDER YEAR 3
As needed round trip courier service between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips weekdays (normal business hours) Mon-Friday 8:00am-5:00pm.
Contract Period: Order 3
POP Begin: 10-01-2029
POP End: 09-30-2030

3003 250.00 LT _____ _____

ORDER YEAR 3
Monroe,LA-Round trip courier services between OBVAMC and CBOC clinic loacated at 1691 Bienville Dr. Monroe, Louisiana
Contract Period: Order 3
POP Begin: 10-01-2029
POP End: 09-30-2030

3004 250.00 LT _____ _____

ORDER YEAR 3
Texarkana-Round trip courier services Between OBVAMC and CBOC clinc located at 910 Realtor Ave,Texarkana, Arkansas.
Contract Period: Order 3
POP Begin: 10-01-2029
POP End: 09-30-2030

3005 250.00 LT _____ _____

ORDER YEAR 3
Longview-Round trip courier services Between OBVAMC and CBOC, clinc located at 1005 N. Eastman Rd. Longview,TX.
Contract Period: Order 3
POP Begin: 10-01-2029
POP End: 09-30-2030

3006 75.00 LT _____ _____

ORDER YEAR 3
As needed round trip courier service Between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips Mon-Fri 8:00am-5:00pm
Contract Period: Order 3
POP Begin: 10-01-2029

POP End: 09-30-2030

3007 75.00 LT _____ _____

ORDER YEAR 3
As needed round trip courier service between OBVAMC and non VA medical facilities area Stat Trips weekdays (normal business hours) Mon-Fri 8:00am-5:00pm
Contract Period: Order 3
POP Begin: 10-01-2029
POP End: 09-30-2030

3008 75.00 LT _____ _____

ORDER YEAR 3
As needed round trip courier service Between OBVAMC and non VA medical facilities throughout the Shreveport-Bossier metropolitan area Stat Trips Mon-Fri 5:00pm-8:00am and on Federal holidays when ordered by the Government.
Contract Period: Order 3
POP Begin: 10-01-2029
POP End: 09-30-2030

ORDER YEAR 3 TOTAL AMOUNT: _____

4001 500.00 LT _____ _____

ORDER YEAR 4
Shreveport-Round trip courier service between OBVAMC and 1800 Buckner Square, 300 Knight St, Bldg 5 and the Shreveport Vet Center,2800 Youree Dr. Shreveport, LA 71101
Contract Period: Order 4
POP Begin: 10-01-2030
POP End: 09-30-2031

4002 75.00 LT _____ _____

ORDER YEAR 4
As needed round trip courier service between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips weekdays (normal business hours) Mon-Friday 8:00am-5:00pm.
Contract Period: Order 4
POP Begin: 10-01-2030
POP End: 09-30-2031

4003 250.00 LT _____ _____

ORDER YEAR 4
Monroe,LA-Round trip courier services between OBVAMC and CBOC clinic loacated at 1691 Bienville Dr. Monroe, Louisiana
Contract Period: Order 4
POP Begin: 10-01-2030
POP End: 09-30-2031

4004 250.00 LT _____ _____

ORDER YEAR 4
Texarkana-Round trip courier services Between OBVAMC and CBOC clinc located at 910 Realtor Ave,Texarkana, Arkansas.
Contract Period: Order 4

	POP Begin: 10-01-2030 POP End: 09-30-2031				
4005	ORDER YEAR 4 Longview-Round trip courier services Between OBVAMC and CBOC, clinc located at 1005 N. Eastman Rd. Longview,TX. Contract Period: Order 4 POP Begin: 10-01-2030 POP End: 09-30-2031	250.00	LT	_____	_____
4006	ORDER YEAR 4 As needed round trip courier service Between OBVAMC and non VA Medical facilities throughout the Shreveport-Bossier metropolitan area non stat trips Mon-Fri 8:00am-5:00pm Contract Period: Order 4 POP Begin: 10-01-2030 POP End: 09-30-2031	75.00	LT	_____	_____
4007	ORDER YEAR 4 As needed round trip courier service between OBVAMC and non VA medical facilities area Stat Trips weekdays (normal business hours) Mon-Fri 8:00am-5:00pm Contract Period: Order 4 POP Begin: 10-01-2030 POP End: 09-30-2031	75.00	LT	_____	_____
4008	ORDER YEAR 4 As needed round trip courier service Between OBVAMC and non VA medical facilities throughout the Shreveport-Bossier metropolitan area Stat Trips Mon-Fri 5:00pm-8:00am and on Federal holidays when ordered by the Government. Contract Period: Order 4 POP Begin: 10-01-2030 POP End: 09-30-2031	75.00	LT	_____	_____
	ORDER YEAR 4 TOTAL AMOUNT:				_____
				GRAND TOTAL	_____

Any extension, in accordance with FAR 52.217-8 shall utilize pricing provided in the last order year to assist the Contracting Officer in conducting price analysis to determine Fair and Reasonable pricing. Thus, the offeror's total price for the purpose of evaluation will include the option provision to extend the performance of the contract up to an additional six months, when the contractor is provided written notice. Thus, providing separate pricing for the optional six-month extension period is not required.

The ordering period for this Indefinite Delivery Contract (IDC) will be for a firm term of five (5) years. The offered prices will apply throughout the life of the contract unless requested by the Contractor

and modified by the NCO-16 Contracting Officer. The rates specified in the schedule above shall be the maximum paid the Contractor as orders are placed during the term of the contract. In no event can the rates listed in the schedule be exceeded.

5-Year Order Period: October 1, 2026 – September 30, 2031

B.4 STATEMENT OF WORK (SOW)

1) **General Information:**
The Department of Veterans Affairs (VA) Overton Brooks VA Medical Center (OBVAMC) located at 510 E. Stoner Ave, Shreveport, LA 71101 request for Courier Services between Overton Brooks VAMC, associated VA Community Based Outpatient Clinics (CBOCs) in Monroe, LA; Longview, TX; and Texarkana, TX, designated non-VA medical facilities in the Shreveport–Bossier metropolitan area and within the same towns as each CBOC, as directed by the Government. The VA intends to enter into a Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract with single award, in accordance with all terms, conditions, provisions, schedules and specifications of this Statement of Work (PWS) for a period of one year, subject to the availability of funds.

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

3) **Place of Performance:**

3.1) **Primary:**
Overton Brooks VA Medical Center
510 E. Stoner Avenue
Shreveport, LA 71101

3.2) **CBOCs:**

3.2.1 Texarkana VA Clinic
5700 Summerhill Road
Texarkana, TX 75503

3.2.2 Monroe VA Clinic
1691 Bienville Drive
Monroe, LA 71201

3.2.3 Longview VA Clinic
1005 North Eastman Road
Longview, TX 75601

3.3) Other Non-VA Medical Facilities: Non VA medical facilities in the Shreveport–Bossier metropolitan area and local hospitals/medical facilities within approximately fifty (50) miles radius, and each CBOC may be included for pickup and delivery as directed by the COR or other authorized Government official, provided such services are within the general scope of this PWS.

4) **Period of Performance:** The ordering period for this Indefinite Delivery Contract (IDC) will be for a firm term of five (5) years. 5-Year Order Period: October 1, 2026 – September 30, 2031.

4.1 Base Period: October 1, 2026 – September 30, 2027
4.2 Order Period 1: October 1, 2027 – September 30, 2028
4.3 Order Period 2: October 1, 2028 – September 30, 2029
4.4 Order Period 3: October 1, 2029 – September 30, 2030

4.5 Order Period 4: October 1, 2030 – September 30, 2031

5) **General Information:** Contractor shall furnish all labor, qualified personnel, supervision, management, vehicles, equipment/supplies, licenses, insurance, materials, and travel/ transportation necessary to perform scheduled and on-demand round-trip courier services.

5.1) Courier Services include but are not limited to: 1) Scheduled daily round-trip routes between Overton Brooks VAMC and VA CBOCs in Monroe, LA; Longview, TX; and Texarkana, TX., 2) Scheduled local routes between Overton Brooks VAMC and non-VA medical facilities within the Shreveport–Bossier area and within the same towns as each CBOC, as directed by the Government, 3) As-needed and STAT courier services scheduled Monday through Friday, 8:00 a.m. – 5:00 p.m. Central Time., including Federal holidays when ordered by the Government, 4) Transport of medical and administrative materials, including pharmaceuticals, laboratory specimens, small medical equipment (less than or equal to (≤)50 lbs), medical supplies, and secure documents; and 5) Chain-of-custody management, temperature control when required, and accurate documentation of all pickups and deliveries.

a) As Needed and STAT Services (24/7 Coverage), Non STAT as needed trips (weekdays, after hours, weekends, and Federal holidays) Contractor shall return calls within one (1) hour of notification and arrive at the pickup location within three (3) hours of notification.

b) STAT trips (anytime, including Federal holidays), at a minimum, the Contractor shall meet the same one (1) hour call back and three (3) hour pickup standard and is encouraged to propose more responsive, innovative solutions in its technical quote.

c) All routes shall be round trip, and pricing for Federal holiday services shall be as specified in the contract price schedule for example, identified CLINs or rates, with no additional surcharges beyond those specifically authorized in the contract.

6) **General Contractor Requirements:**

6.1) The Contractor shall provide round-trip courier services between OBVAMC and VA CBOCs in Monroe, LA; Longview, TX; and Texarkana, TX, Non-VA medical facilities in the Shreveport–Bossier metropolitan area and within the same towns as each CBOC, as directed by the Government.

6.2) Services include both: Scheduled Trips: Routine, recurring round-trip routes at specified times; and As-Needed Trips: Non-routine, on-demand round-trip services, including STAT and non-STAT, within specified response times.

6.3) Items to be transported include, but are not limited to: Inter-office correspondence and administrative documents; Pharmaceuticals and medications; Medical and office supplies; Expendable and non-expendable commodities; Laboratory specimens and samples; Specimens will require coolers to transport and should have temperature control. Medical and computer equipment and other items up to 50 pounds each that can be safely secured and transported within a Contractor-provided enclosed vehicle.

6.4) Transport of furniture and large items beyond the size and weight limitations specified above is not included in this requirement.

6.5) Management and Local Capability: Contractor shall maintain local management and dispatch capability in or near Shreveport, LA, sufficient to oversee day to day operations, respond to issues, and implement quality control.

6.5.1) Contractor shall designate a primary and alternate point of contact (POC) with authority to make decisions and respond to Government inquiries; management officials shall be able to be onsite at OBVAMC within four (4) business hours when requested by the VA COR/ POC.

6.6) Contractor Personnel: Contractor shall provide competent qualified drivers and support Contractor personnel who can read, write, speak, and understand English. Ensure drivers are at least eighteen (18) years old, possess valid driver's licenses, and meet all applicable licensing requirements; the Contractor personnel shall be properly licensed to operate in the local Shreveport, LA area and all jurisdictions in which services are performed. Ensure all Contractor personnel conduct themselves professionally, present a neat appearance, and wear clearly visible identification badges above the waist that identify them as Contractor personnel.

6.7) Vehicles and Equipment: Contractor shall provide enclosed vehicles owned or leased by the Contractor (no personal vehicles) that are properly licensed, registered, inspected, and insured, and suitable for secure transport of medical materials, Patient Health Identity (PHI), and medical equipment. Ensure vehicles are clean, well maintained, and in good mechanical condition at all times. Provide backup vehicles and drivers as part of a contingency plan to ensure continuous service if primary vehicles or drivers are unavailable.

6.8) Training: Comply with all VA information security requirements, including completion of VA cyber security and privacy training, Rules of Behavior, and any additional training required as a condition of access. Ensure Contractor personnel receive specimen handling and "dangerous goods"–type training, as required by laboratory protocols and Department of Transportation (DOT) and Occupational Safety Health Administration (OSHA) regulations, at least annually; maintain training records and provide certificate as proof of evidence with technical quote.

6.9) Safety: Ensure safe operation of vehicles at all times; scheduled times shall not be construed to require unsafe driving.

6.10) Security: Protect PHI and VA sensitive information in accordance with the Privacy Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, VA privacy policy, and all applicable information security requirements.

6.11) Badging and Access: Ensure all Contractor personnel who routinely access VA facilities obtain VA identification (PIV badges or other credentials) as required; comply with VA access control, sign in, and escort procedures. Contractor to contact the VA COR/ POC.

7) **Description of Work:**

7.1) **Scheduled Trips: OBVAMC to Local Clinics (Knight Street and Buckner Square)**

7.1.1) The Contractor shall provide two (2) daily round trip courier runs, Monday through Friday (excluding Federal holidays), between OBVAMC and

7.1.2) Knight Street Clinic, 3000 Knight Street, Shreveport, LA; Monday through Friday, excluding federal holidays. The times for these trips will be 9:30am and 2:30pm. The start of this trip will be Overton Brooks (pick-up and drop-off) for Knight Street trips is 1W25 the Mailroom, BE21 the Warehouse, and all lab specimens to be delivered to 2 North, 3 North and 2nd floor Pathology Laboratory. The pick-up, delivery, and drop-off for Knight Street is Room 57.

7.1.3) Buckner Square Clinic, 1800 Buckner Street, Shreveport, LA. Monday through Friday excluding federal holidays. The times for these trips will be 9:30am and 2:30pm. The start of this trip will be Overton Brooks (pick-up and drop-off) pick for this trip starts 1W25 the Mailroom and BE21

Warehouse. The pick-up, delivery, and drop-off for Buckner Square is room C200 for Human Resources and room A200 for Business Office.

7.1.4) The SOW establishes required service windows for example, morning and afternoon runs as reflected in the resulting schedule) and origin/destination locations (Mailroom, Warehouse, Laboratory, Pharmacy, designated clinic rooms). Exact departure and arrival times may be adjusted by mutual agreement with the COR to support mission needs, provided the Contractor maintains route coverage and safety.

7.2) Scheduled Trips: OBVAMC to CBOCs (Monroe, Longview, Texarkana)

7.2.1) Trips for Monroe, LA , Longview, TX, Texarkana, TX CBOC

7.2.2) Monday through Friday with two round trips, one in the morning at 9:30am and one trip in the afternoon at 1:15pm. Trips will start from Overton Brooks to the CBOCs.

7.2.3) The Contractor shall provide two daily round trip courier runs, Monday through Friday (excluding Federal holidays), between OBVAMC and each CBOC in Monroe, Longview, and Texarkana (one morning run and one afternoon run).

7.2.4) The PWS recognizes approximate travel distances for example, 70–110 miles one way and travel times; flexibility is required to account for traffic, weather, and road conditions, with driver safety taking precedence over strict schedule adherence.

7.2.5) The Contractor shall also provide additional stops, when directed, at non VA hospitals or clinics within the same town as each CBOC for example, St. Francis Medical Center, Christus St. Michael's, Good Shepherd Medical Center, using all inclusive "extra stop" CLINs.

7.3) As Needed Courier Services: Local Area

7.3.1) The Contractor shall provide as needed round trip courier services between OBVAMC and non VA medical facilities in the Shreveport–Bossier metropolitan area as requested by the COR or authorized Government official.

7.3.2) As needed services include both non STAT and STAT runs during standard hours and 24/7 coverage outside standard hours, in accordance with Section 5 response time standards.

7.3.3) As needed runs that directly support Veteran patient care for example, delivery of prescriptions or lab specimens may be initiated by clinical services without prior written authorization but must be documented in trip logs for invoice verification.

8) **Documentation and Chain of Custody:** The Contractor shall have a delivery system portal. The Contractor portal must be able to send and receive messages from Government to Contractor.

8.1) The Contractor shall maintain trip tickets, logs for all runs, including at a minimum: date, time, origin, destination, route type (scheduled/as needed/STAT), and items transported.

8.2) The Contractor shall maintain chain of custody documentation for laboratory specimens, pharmaceuticals, and other sensitive items as required by VA policy and receiving laboratories.

8.3) Contractor personnel/driver shall obtain signatures from designated VA POC at pickup and delivery points as required to document custody transfer; trip tickets shall be provided to VA POC upon request.

8.4) The Contractor shall provide all records reasonably requested by the VA COR to support invoice verification and performance monitoring.

9) **Hours of Coverage:**

a) All work shall be conducted from Monday through Friday at 8:00a.m. – 5:00p.m. Central Standard Time, including on Federal holidays when ordered by the Government, including both scheduled and as

needed trips, and shall maintain the same performance standards and response times as during normal business days unless other times are arranged in advance and approved in writing by the delegated VA Contracting Officer's Representative (COR)/ VA Point of Contact (POC). The Government also observes Executive Orders, President's Proclamation, and days designated by Federal Statute.

b) The government hereby provides notice, and the Contractor hereby acknowledges receipt that government personnel observe the listed days as holidays:

New Year' Day	January 01
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	Third Monday in June
Independence Day	July 04
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

c) If the holiday falls on a Sunday, the following Monday will be observed as a national holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National holiday by U.S. government agencies, and any other day specifically declared by the President of the United States.

d) In addition to the days designated as holidays, the government observes the following days:
   i) Any other day designated by Federal Statute.
   ii) Any other day designated by Executive Order.
   iii) Any other day designated by the President's Proclamation

e) It is understood and agreed between the government and the Contractor that observance of such days by the government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation shall be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

10) The following laws, regulations, policies, and procedures, including all subsequent changes or updates apply:

FAR	Federal Acquisition Regulation
VAAR	Veterans Administration Acquisition Regulation
Standards	All applicable Federal, State, Local and Industry: Laws, Policies and Standards as applicable to the proper performance afore and hereafter described.

11) **Glossary:**

CO	Contracting Officer
CDR	Contract Deficiency Report
OBVAMC	Overton Brooks VA Medical Center
OSHA	Occupational Safety and Health Administration
The Joint Commission	

Business Day: A business day includes the entire 24-hour period ending at midnight, and a notice required by the regulation is effective even if given outside normal business hours.

12) **Government Responsibilities:** Government must provide access to designated pickup and delivery locations, loading docks, and parking areas consistent with OBVAMC and CBOC procedures.

13) **Safety:** Safety precautions shall include, but are not limited to the following requirements:
   a) Occupational Safety and Health Act (OSHA)
   b) Applicable State and Local Safety Operation Procedures
   c) VA Safety Practices and Policies, VAMC standard operating procedures, and any other Federal, State, and Local regulations pertaining to the equipment listed for this contract.
   d) JCAHO (The Joint Commission, formerly, Joint Commission Accreditation of Healthcare Organizations)

14) **Parking:**
   a) It is the responsibility of the Contractor personnel to park at the appropriate designated parking areas. The government does not validate or make reimbursement for parking violations of the contractor personnel under any circumstance.
   b) Parking in designated Veteran patient parking areas is strictly prohibited. Parking for unloading equipment necessary to perform the work will be authorized in advance of starting the project.

15) **Privacy Information:**
   a) The Contractor will not have access to VA desktop computers, nor will they have access to online resources belonging to the government while conducting services. The Contractor personnel shall secure (in a sealed envelope) and relinquish any documentation found anywhere on the VA grounds that contains sensitive VA patient and/or government information such as privacy information within 60 minutes of finding such documentation to the Privacy Officer, Overton Brooks VAMC. If the Privacy Officer is not available, please relinquish any documentation found to the VA Police Services.

16) **Invoicing/ Billing Requirements**

16.1) The Contractor shall submit requests for payment electronically to the VA's Tungsten Network (https://www.fsc.va.gov/einvoice.asp). Payment for services provided under the terms of this contract will be made upon delivery, inspection, and acceptance of all line items. Invoices shall be properly prepared in accordance with Federal Acquisition Regulation (FAR) 52.212-4.

16.2) Invoices shall include, at a minimum, the following information:
   a) Purchase Order (PO) number and Contract Number
   b) Company Name, Company POC, Address, and telephone number
   c) Invoice Date and Invoice Number
   d) Period of performance covered
   e) CLINs, quantities, and rates consistent with the contract price schedule
   f) Sufficient detail for example number of trips, stops to allow verification against COR records.

16.3) The Government will only pay for actual, verified trips and stops, up to the funded and obligated amounts and consistent with the minimum and maximum quantities described in the contract schedule.

17. **<u>Quality Assurance Surveillance Plan (QASP):</u>**

17.1) **Title:** Courier Services between Overton Brooks VAMC, associated VA Community Based Outpatient Clinics (CBOCs) in Monroe, LA; Longview, TX; and Texarkana, TX, designated non-VA medical facilities in the Shreveport–Bossier metropolitan area and within the same towns as each CBOC, as directed by the Government

17.2) Introduction: This Quality Assurance Surveillance Plan has been developed to evaluate Contractor performance while implementing and executing Statement of Work (SOW) tasks for this requirement. It is designed to provide an effective surveillance method for monitoring and evaluating the Contractor's performance for the requirements listed in the SOW and herein this contract.

17.3) This QASP does not detail how the Contractor will accomplish the work that is required by the SOW. Rather, this QASP has been created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

17.4) This QASP is a 'living document' and the government may review and revise it on a regular basis to ensure that the QASP remains a valid, useful, and enforceable document. However, the government will coordinate changes with the Contractor (if changes are required). Copies of the original QASP and revisions will be provided to the Contractor and government officials implementing surveillance activities.

17.5) Performance standards and quality management: The designated government point of contact (POC) shall be responsible for monitoring the Contractor's performance. Performance deficiencies or poor performance identified during the term of the contract shall be documented by the government and reported to the Contractor. Upon notification of deficiencies or poor performance, the Contractor shall be given 5 days' time to take corrective action. If determined appropriate, the Contracting Officer and/or other Network Contracting Office-16 team shall meet with representatives of the Contractor to review performance and resolve issues. All deficiencies or poor performance shall be documented and must be corrected within the timeframe specified by the government. The Contractor shall notify the CO in writing when correction(s) have been made. If the appropriate correction is not made in writing within the timeframe specified, the government shall have the right to terminate the contract in its entirety.

Para	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Compliance
5.0	**Objective 1 –** Timeliness of Scheduled Trips	All scheduled courier routes are completed within scheduled service windows.	95% performance level of scheduled trips completed on time each month.	COR review of trip logs, spot checks, and customer feedback.	Corrected performance at no additional cost to the government. Acceptable performance rating in Contracting Performance Assessment Reporting System (CPARS). May result in adverse CPARS and/or reperformance of work. Below AQL, non-acceptance of services. A Contract Deficiency report (CDR) will be issued for performance below the AQL. Additional remedies provided by the contract may be pursued. Potential non-exercise of order periods
Para	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level (AQL)**	**Surveillance Method**	**Compliance**

5.0 And 6.0	**Objective 2 –** Response Time for As-Needed and STAT Trips	Non-STAT: 1-hour call back, 3-hour pickup. STAT: Same minimum standard or faster if proposed.	95% compliance per month performance level	COR review of call logs, trip tickets, and clinical service feedback.	Corrected performance at no additional cost to the government. Acceptable performance rating in CPARS. May result in adverse CPARS and/or reperformance of work. Below AQL, non-acceptance of services. CDR will be issued for performance below the AQL. Additional remedies provided by the contract may be pursued. Potential non-exercise of order periods.
Para	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level (AQL)**	**Surveillance Method**	**Compliance**
8.0	**Objective 3 –** Chain of Custody and Documentation Accuracy	Accurate chain-of-custody records; complete trip logs; required signatures at pickup/drop-off.	98% performance level accuracy per month	Documentation review, random audits, lab and pharmacy verification.	Corrected performance at no additional cost to the government. Acceptable performance rating in CPARS. May result in adverse CPARS and/or reperformance of work. Below AQL, non-acceptance of services. CDR will be issued for performance below the AQL. Additional remedies provided by the contract may be pursued. Potential non-exercise of order periods.
Para	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level (AQL)**	**Surveillance Method**	**Compliance**
6.0	**Objective 4 –** Protection of PHI and Sensitive Items	No unauthorized disclosure, loss, or mishandling of PHI or sensitive items.	Zero instances per month.	Incident reporting, audit logs, review of privacy/security compliance.	Corrected performance at no additional cost to the government. Acceptable performance rating in CPARS. May result in adverse CPARS and/or reperformance of work. Below AQL, non-acceptance of services. CDR will be issued for performance below the AQL. Additional remedies provided by the contract may be pursued. Potential

					non-exercise of order periods.
Para	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level (AQL)**	**Surveillance Method**	**Compliance**
6.0	**Objective 5 –** Vehicle Suitability and Cleanliness	Vehicles must be enclosed, clean, well-maintained, licensed, insured, and suitable for transport of medical items.	100% performance level compliance.	On-site inspections, COR spot checks, review of maintenance records.	Corrected performance at no additional cost to the government. Acceptable performance rating in CPARS. May result in adverse CPARS and/or reperformance of work. Below AQL, non-acceptance of services. CDR will be issued for performance below the AQL. Additional remedies provided by the contract may be pursued. Potential non-exercise of order periods.
Para	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level (AQL)**	**Surveillance Method**	**Compliance**
6.0	**Objective 6 –** Professional Conduct and Staffing Qualifications	Drivers trained, licensed, identifiable, professional, and compliant with VA access/badging.	100% performance level compliance.	Random checks, badge verification, incident reporting.	Corrected performance at no additional cost to the government. Acceptable performance rating in CPARS. May result in adverse CPARS and/or reperformance of work. Below AQL, non-acceptance of services. CDR will be issued for performance below the AQL. Additional remedies provided by the contract may be pursued. Potential non-exercise of order periods.
Para	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level (AQL)**	**Surveillance Method**	**Compliance**
8.0	**Objective 7 –** Delivery System Portal Availability	Portal available for communication and documentation with minimal downtime.	95% performance level availability.	User reports, system availability checks.	Corrected performance at no additional cost to the government. Acceptable performance rating in CPARS. May result in adverse CPARS and/or reperformance of work. Below AQL, non-acceptance of services.

					CDR will be issued for performance below the AQL. Additional remedies provided by the contract may be pursued. Potential non-exercise of order periods.

17.6) Contract Deficiency Report (CDR): When the Contractor does not achieve satisfactory performance, the COR will notify the Contracting Officer by forwarding the Contract Deficiency Report to the Contracting Officer who will issue this report to the Contractor. Within 2 days after receiving this report from the Contracting Officer, the Contractor shall provide a thorough response to the Contracting Officer for the reported discrepancies by completing the appropriate sections of this report designated to be filled by the Contractor. Contractor shall immediately correct substantiated deficiencies to the standards listed in the award. The Contractor shall provide a Ready Reaction Plan to address all issues cited in the CDR. The Ready Reaction Plan shall address how to meet the performance standard listed in the contract, the due date when the issue will be remedied, the cause of the performance issue and a plan to prevent this issue from occurring again in the future. Contractor shall maintain the performance standards set forth in this contract. Failure to achieve the performance standards can lead to the issuance of Cure Notices which can lead to termination of this contract for cause.

18. **Changes to the Statement of Work (SOW)**: Any changes to the SOW shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Price/cost incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor. During the term of this contract, medical equipment may be added or deleted from this contract as equipment is replaced, added or removed from service at the medical facility. Any such change shall be reflected in a written modification to this contract signed by the Contractor and the Contracting Officer.

END OF SOW

B.5 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

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

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

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract. Each person granted access will have the ability to provide comments in the Contractors portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) The Assessing Official will complete an interim or final past performance evaluation and the report will be accessible at http://www.cpars.csd.disa.mil/. The Contractor Representative has the option to provide comments on the evaluation, indicate if they concur or do not concur with the evaluation, sign, and then return the evaluation to the Assessing Official. The Contractor Representative has a total of 60 days following the Assessing Official’s evaluation signature date to send comments. If the Contractor

Representative sends comments within the first 14 days following the Assessing Official’s signature date and the Assessing Official or Reviewing Official closes the evaluation, the evaluation will become available in PPIRS-RC within 1 day. On day 15 following the Assessing Official’s evaluation signature date, the evaluation will become available in PPIRS-RC with or without Contractor Representative comments and whether or not it has been closed by the Assessing Official or Reviewing Official. If no Contractor Representative comments have been sent and the evaluation has not been closed, it will be marked as “Pending” in PPIRS-RC. If the Contractor Representative sends comments at any time prior to 61 days following the Assessing Official’s evaluation signature date, those comments will be reflected in PPIRS-RC within 1 day. On day 61 following the Assessing Official’s evaluation signature date, the Contractor Representative will be “locked out” of the evaluation and may no longer send comments.

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

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

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

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

End of CPARS

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.

C.2 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	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
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
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
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
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
52.232-18	AVAILABILITY OF FUNDS	APR 1984
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
852.222-71	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
852.246-71	REJECTED GOODS	OCT 2018

C.4 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.

C.5 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.

C.6 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 $15,000.00 , 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 $100,000.00;

(2) Any order for a combination of items in excess of $100,000.00; or

(3) A series of orders from the same ordering office within two (2) 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 2 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.

C.7 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2031.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expire.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days before contract expire; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

C.10 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.

C.11 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.

C.12 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

C.13 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.

C.14 52.223-23 SUSTAINABLE PRODUCTS (NOV 2025) (DEVIATION)

(a) Definitions. As used in this clause—

Sustainable products means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (*https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products*).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/)

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2)Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

C.15 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Supplies/products*.

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

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

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

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

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

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

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

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

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

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

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

C.16 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is

not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF ATTACHMENTS - TABLE

No.	Description	Date	Pages
Attachment A	Wage Determination 2015-5191 Revision 30	05/13/2026	12
Attachment B	VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)		2
Attachment C	Relevant Experience Form		3

SECTION E - SOLICITATION PROVISIONS

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

(a) *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. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *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. However, the Government reserves the right to conduct discussions, if 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.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will 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 Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

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

(4) A summary of the rationale for award.

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

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

E.2 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:

This acquisition is being procured under the authority of FAR Part 12. This solicitation has been set aside for Service Disabled Veteran Owned Small Business which includes all CLIN items being requested in this solicitation. This solicitation is to establish a Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract with single award.

The Government intends to solicit this requirement and award a subsequent contract without discussions or negotiations. Therefore, offerors are encouraged to provide their best offer initially because the opportunity to enter into discussions or to provide a better offer at a later time will not be possible. However, if necessary, the Government reserves the right to seek clarification and to obtain additional information about offers that have been submitted from any eligible offeror.

FAR Part 52.212-2, Evaluation - Commercial Items (and Addendum to FAR Part 52.212-2) provides specific information as to how the Government will evaluate offers submitted in response to this solicitation. Pursuant to FAR subpart 13.106-2, the Government will award an Indefinite Delivery Contract as Firm-Fixed Price to a single, successful offeror in response to this solicitation. The Government intends to award to the offeror whose offer represents the lowest priced technically acceptable (LPTA) to the Government after consideration of all technical and price/non-price factors.

QUOTE PREPARATION INSTRUCTIONS:

1. Quote Preparation

a. These instructions are designed to ensure the proper submission of information necessary to provide for comprehensive evaluation of quotes. Quoters shall carefully review this section prior to commencing preparation of quotes and take the necessary measures to ensure that the information submitted is factual, accurate, and complete.

2. Submission Instructions

a. One electronic copy (email) of all sections of the quote (Volume 1-Technical and Volume 2-Price) shall be submitted to the Contract Specialist via email to jeneice.matthews@va.gov on or before the due date and time listed in this solicitation. The Offeror email shall include in the subject line “RFQ 36C25626Q0965 Quote

b. Faxed quotes are NOT permitted under any circumstances.

3. Quote Format:

a. Electronic Copy: Provide one (1) electronic copy of the complete quote. Electronic copies must be in Microsoft Word or Adobe Acrobat format, and virus checked prior to submission.

b. The quoters shall be held responsible for the validity of all information supplied in their quote.

Please insert “36C25626Q0965 Quote” in the subject line of your email. OFFEROR SHALL COMPLETE THE FOLLOWING LOCATED IN SECTIONS BELOW OF THIS SOLICITATION 36C25626Q0965 TO BE DEEMED ACCEPTABLE:

a) Section B- Contract Administration Data, Contractor contact information.

b) Volume 1-Technical

c) Volume 2-Price

d) Attachment B (signed)- 852.219-75 VA Notice of Limitations on Subcontracting —Certificate of Compliance for Services and Construction (JAN 2023) (DEVIATION)

e) Attachment C- Relevant Experience Form

Past Performance - The Contractor does not need to turn in any information for past performance. CPARS will be reviewed.

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

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

https://www.acquisition.gov/browse/index/far

https://www.va.gov/oal/library/vaar/

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

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

E.5 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

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:

Jeneice Matthews

jeneice.matthews@va.gov
Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 16
Galleria Financial Center
5075 Westheimer Road, Suite 750
Houston TX 77056
Mailing Address:

Department of Veterans Affairs

Network Contracting Office 16
Galleria Financial Center
5075 Westheimer Road, Suite 750
Houston TX 77056

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

E.7 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.

E.8 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.

E.9 VAAR 852.215-72 NOTICE OF INTENT TO RE-SOLICIT (OCT 2019)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with 815.370–2.

E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

E.11 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.

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

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

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

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

(End of Provision)

(End of Addendum to 52.212-1)

E.12 ADDENDUM 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) This acquisition is being procured under the authority of FAR Part 12. This solicitation is to establish a Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract with single award. The Government will award a contract resulting from this solicitation based on lowest price, technically acceptable

(LPTA) to the responsive and responsible quoter whose quote, conforms to the solicitation. All quoters must have a current registration in the System for Award Management to be considered for award.

Since this solicitation is LPTA the government will begin by reviewing the lowest priced quote first and if the government determines that this quote is technically acceptable, no other quotes will be reviewed. This quote will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on FAR guidance.

If no offer is technically acceptable the government will make a determination to re-solicit. Technical tradeoff will not be made, and no additional credit will be given for exceeding the minimum requirements. In the event an offeror's quote is determined to be technically unacceptable for any of these factors, the entire quote will be considered technically unacceptable, and the quote will be ineligible for award.

Please read each section carefully for the submittals and information required as part of the evaluation. Failure to provide the requested information shall result in the Contractor's quote technically unacceptable. In addition, the government intends to award without discussions. The government reserves the right to request clarifications.

Past Performance: The government will review past performance for responsibility determination purposes only. The government will review government systems such as Contractor Performance assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Past Performance Information Retrieval System (PPIRS) and other government systems. Offerors with no relevant past performance history will not be evaluated favorably or unfavorably.

The following factors shall be used to evaluate offers:

Technical

Price

Technical and past performance, when combined, are equal to price.

The Contractor shall be registered in SAM.gov https://sam.gov to receive government contracts to be considered for award.

The Contractor shall be All SDVOSB must be certified in SBA in order to receive credit as a SDVOSB and must be certified in SAM as an SDVOSB concern to be considered for award at the close of the solicitation due date and at the time of award.

DELIVERABLES:

a) Section B- Contract Administration Data, Contractor contact information.

b) Volume 1-Technical

c) Volume 2-Price

d) Attachment B (signed)- 852.219-75 VA Notice of Limitations on Subcontracting —Certificate of Compliance for Services and Construction (JAN 2023) (DEVIATION)

e) Attachment C- Relevant Experience Form

FACTOR 1 - TECHNICAL

Technical / Management Approach

a) Quoter shall submit a technical approach with quote to be considered for award. Quoter technical quote shall address whether you are subcontracting this effort or performing as the prime, quoter approach as to how you will accomplish the requirements of the Statement of Work (SOW), technical capability/expertise, manpower, schedule, and resources available to provide these services.

b) The Contractor technical approach shall demonstrate the Contractor will provide all qualified personnel, supervision, management, vehicles, equipment/supplies, licenses, insurance, materials, and travel/ transportation, and Personal Protective Equipment (PPE) to perform the work safely, effectively, and timely. Tools, equipment, and PPE shall comply with the requirements of OSHA Standards.

Failure to provide this information may result in technical quote as technically unacceptable.

c) The offeror shall provide a detailed quality assurance plan to include:

1. Quality Control (QC) organization
2. Qualifications
3. Duties, responsibility and authority of QC personnel
4. Outside Organizations/Subcontractors
5. Submittal Procedures & Initial Submittal Register
6. Documentation Procedures

d) Contractor shall be required to carry the following types and minimum amounts of insurance throughout the term of the contract:

(1)	Worker's Compensation & Employer's Liability:	$100,000
(2)	General Liability (per occurrence):	$500,000
(3)	Automobile Liability:	
i.	Bodily Injury (per person)	$200,000
ii.	Bodily Injury (per occurrence)	$500,000
iii.	Property Damage (per occurrence)	$200,000

Failure to submit a copy of company Liability Insurance with the technical quote shall result in technical quote as technically unacceptable.

TECHNICAL: Contractor Qualifications:

a. Contractor Relevant Experience: The Contractor shall demonstrate five (5) years' technical experience within the last eight (8) years in courier service performing as the prime contractor in accordance with the Statement of Work (SOW). The contractor shall demonstrate in their technical approach proof of technical training and demonstrate track records of working experience relevant courier, medical logistics, or healthcare related transportation experience and related components in healthcare, industrial, educational, and commercial facilities performing as the prime.

The Contractor shall submit up to three (3) Contractor technical experience entries performing as the prime Contractor. **See Attachment C, Relevant Experience Form**.

The Contractor technical experience entry shall include:
(a) dollar value,
(b) contract number,
(c) period of performance (year and month),
(d) point of contact (POC) name and title,
(e) POC phone number,
(f) POC email address,
(g) description of the work,

(h) servicing agency,

Failure to demonstrate five years technical experience and submit up to three (3) Contractor technical experience entries performing as the prime Contractor shall result in Contractor's technical quote as technically unacceptable.

TECHNICAL: CONTRACTOR PERSONNEL QUALIFICATIONS

Contractor shall submit with technical quote resume(s) and qualifications to show proof of contractor personnel experience and a copy of current/valid driver license for all contracted personnel drivers. Contractor shall provide competent qualified drivers and support Contractor personnel who can read, write, speak, and understand English. Ensure drivers are at least eighteen (18) years of age or older, possess valid driver's license, and meet all applicable licensing requirements; the Contractor personnel shall be properly licensed to operate in the local Shreveport, LA area and all jurisdictions in which services are performed per the Statement of Work (SOW) in section B.4, Paragraph 6 by the close of the solicitation date for Contractor Personnel.

Failure to demonstrate the Contractor personnel qualifications through a resume shall result in the technical quote being technically unacceptable.

Management and Local Capability: Contractor shall maintain local management and dispatch capability in or near Shreveport, LA, sufficient to oversee day to day operations, respond to issues, and implement quality control. Contractor shall designate a primary and alternate point of contact (POC) with authority to make decisions and respond to Government inquiries.

Vehicles and Equipment: Contractor shall provide enclosed vehicles owned or leased by the Contractor (no personal vehicles) that are properly licensed, registered, inspected, and insured, and suitable for secure transport of medical materials, Patient Health Identity (PHI), and medical equipment. Ensure vehicles are clean, well maintained, and in good mechanical condition at all times. Provide backup vehicles and drivers as part of a contingency plan to ensure continuous service if primary vehicles or drivers are unavailable.

Training: Ensure Contractor personnel receive specimen handling and "dangerous goods"–type training, as required by laboratory protocols and Department of Transportation (DOT) and Occupational Safety Health Administration (OSHA) regulations, at least annually from an accredited training provider verifying annual refresher training; maintain training records and provide certificate as proof of evidence with technical quote.

Failure to submit proof of resume(s) and qualifications to show proof of contractor personnel experience and a copy of current/valid driver license for all contracted personnel drivers 18 years of age or older, vehicles and equipment through Vehicle registration documents, State or federal operating licenses, current Insurance documents demonstrating coverage for vehicles and Lease or ownership documents for vehicles shall result in the technical quote as technically unacceptable.

Failure to submit proof of training through Certificate of completion for specimen handling training, DOT Hazardous Materials (HazMat) training, completion of OSHA-required safety or hazardous materials training or through Employer-issued training verification letter confirming completion of required courses shall result in the technical quote as technically unacceptable.

To facilitate the award process, all quotes must include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition." **OR**

"The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:"

(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)

End of Document