

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-14-Q-0972	
6. SOLICITATION ISSUE DATE 08-20-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Justin Blyth		b. TELEPHONE NO. (No Collect Calls) 208-429-2026		8. OFFER DUE DATE/LOCAL TIME 09-30-2014 4:00 PM	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20  960 Broadway Ave, Suite 460 Boise ID 83706				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339115 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO SEE SCHEDULE				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20  960 Broadway Ave, Suite 460 Boise ID 83706			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971			
TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____				PHONE: _____ FAX: _____			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Blanket Purchase Agreement for Eyeglass Frames **See Schedule**  POC: Justin Blyth (208)429-2026 william.blyth@va.gov  (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00260

Department of Veterans Affairs

Network Contracting Office 20

960 Broadway Ave, Suite 460

Boise ID 83706

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

[X] 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

[X] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

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 Veterans Affairs

FMS-VA-2(101)

Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

## **Blanket Purchase Agreement Description, Terms, and Specifications**

### **Background Information**

The Department of Veterans Affairs Medical Center, Boise ID (VAMC) is the home of VISN 20's Optical Fabrication Lab (OFL), which manufactures in excess of 150,000 pairs of eyeglasses per year for eligible beneficiaries. The OFL is a full-service facility that sources individual eyeglass components, and then grinds the lenses and assembles them into frames in-house. This agreement is one of several multiple award Blanket Purchase Agreements used by the Optical Fabrication Lab to purchase the components used in the manufacturing of prescription eyeglasses.

The OFL currently manufactures eyeglasses for 51 Department of Veterans Affairs medical facilities and their outside clinics throughout the United States and its territories. Many of these locations have a setup very similar to a commercial eyeglass retailer, complete with display racks from which veteran beneficiaries can browse, try-on, and select from available styles.

At any given time, the Optical Fabrication Lab has the capacity to maintain approximately 300-400 different eyeglass styles in a buffer inventory to reduce production lead time. The Optical Fabrication Lab works hard to keep on top of changing eyeglass trends, and strives to keep this buffer inventory filled with all of the most popular styles.

### **Definitions of Terms and Acronyms**

CO – Contracting Officer

OFL – The VA's Optical Fabrication Laboratory located at the Boise VA Medical Center in Boise, ID

Micro-purchase Threshold - \$3,000 for supplies (subject to change), as defined in FAR 2.101

VISN – Veterans Integrated Services Network; A VISN is a regional organization serving various Veterans Health Administration medical centers, facilities, and clinics within that particular region.

VA – Veterans Affairs

VAMC – Veterans Affairs Medical Center

### **Description of Agreement**

The contractor shall provide an assortment of adults ophthalmic eyeglass frames, as indicated in the schedule and in conformance with the clauses and additional requirements of this agreement.

### **Conformance to Applicable Standards**

All frames supplied under this agreement shall be manufactured in accordance with the current edition of the "American National Standards Institute Requirement for Dress Ophthalmic Frames" (ANSI Z80.5 and ANSI Z87.1).

### **Fair Opportunity for Orders under Multiple Award Blanket Purchase Agreements**

Due to the unique needs of each veteran beneficiary and fast turn-around requirements of the OFL, the Government is unlikely to be reasonably capable of anticipating eyeglass component needs or consolidating orders in a manner that facilitates economic ordering quantities. As such, an order is defined as the components necessary to manufacture an individual pair of eyeglasses for an individual veteran beneficiary.

It is the Government's intention to fairly and equitably distribute orders below the micro-purchase threshold among blanket purchase agreement holders. However, the Contractor is hereby informed that product selection decisions will be based primarily on the needs of the veteran beneficiary. This factor may ultimately affect the equitable distribution of orders.

Nothing in this section shall be construed as preventing the Government from awarding additional contracts or agreements, and utilizing those contracts or agreements to supplement the assortment of items available to the

Government. An example would be the Government entering into additional Blanket Purchase Agreements for unique eyeglass components which are not otherwise available under currently awarded blanket purchase agreements.

### **Order Placement**

The Contractor is encouraged to have a web-based electronic ordering system in place for receiving and acknowledging orders placed by the Government (i.e. Opticom, or similar). If available, this will be the preferred method for order placement by the Optical Fabrication Lab. The electronic ordering system shall not require the Government to use or install any additional software on to Government computers.

In the event of the web-based ordering system is experiencing downtime or is not available, orders may be placed with the Contractor by the use of mail, e-mail, telephone, fax, or any other acceptable means agreed to by the parties. After receipt of an order, the Contractor shall issue an order acknowledgment that indicates the date the order was received, and details the quantities, part numbers, descriptions, and availability of the items ordered. Order acknowledgments shall be physically or electronically delivered to the Government no later than 9:00 AM Mountain Time the following business day after the order is received.

The Contractor shall not accept an order unless it is made by an authorized ordering official or ordering activity as identified by this agreement. The Contractor shall also ensure all orders placed by the Government contain payment information (i.e. Purchase Order number, credit card number, etc.) prior to fulfilling orders under this agreement. Additional payment information can be found in the section of this agreement titled "Invoicing and Payment".

For the administrative convenience of both the Government and the Contractor, the Government may aggregate individual orders to reduce the shared burden of managing multiple individual orders (i.e. submitting a single aggregated order per day instead of dozens of individual orders). The Contractor may also batch or aggregate orders to increase their efficiency. However, the Contractor shall remain bound to the delivery timeframes specified in this agreement from when the Government's order is received.

### **Display Frame Kits**

Upon request by the Government, the Contractor shall furnish each facility serviced by the OFL with a sampling of frames available under this agreement for use as display models. The display kits shall include, at a minimum, one of each eyeglass frame style and color combination available under this agreement, unless otherwise agreed upon in writing.

The Government will attempt to display as many eyeglass frames as possible, but may elect not to display all frames in the contractor's kit due to local space constraints and style preference trends among the veteran beneficiaries being serviced by a particular location. In any event, the Government will make a good faith effort to ensure, but cannot guarantee, each contractor will be provided an equitable amount of space to have their frames displayed.

Throughout the duration of this agreement, it is expected that the number of facilities serviced by the OFL will change. The Contractor shall furnish each new client facility with a sample frame kit within 14 days of receiving notice from the Government. The Contractor is advised that failure to provide and maintain display frame kits may negatively impact the quantity of frames ordered from the Contractor by the Government.

Contractors are also permitted and encouraged to furnish the Government with catalogs, sample products, and other marketing or technical materials to assist the optometry clinics serviced by the OFL in selecting the best frames for their patients. When providing such materials, the Contractor shall limit or tailor the product information it provides to the selection of items authorized for purchase under this agreement; marketing materials provided to the facilities serviced by the Optical Fabrication Lab shall not include information on products outside of what is available on this agreement. Any optional marketing materials shall be provided at no cost to the Government.

### Display Frame Kit Maintenance

Display frames will remain property of the Contractor, and the Contractor shall periodically check with the facilities to ensure their sample kits reflect currently available frames under this agreement, and shall take necessary actions to update display kits, or repair or replace unserviceable display frames. The Contractor shall not hold the Government liable for any loss or damage incurred to the display frames while they are in the Government's possession.

### Display Frame Disposition

Upon completion or termination of this agreement, or removal of a frame style from the schedule of this agreement, the Contractor may elect to have the affected display frame(s) returned at Contractor expense. If the Contractor elects not to have any display frames returned, or if more than 30 calendar days elapse from completion or termination of this agreement, or removal of a frame style from the schedule of this agreement and the Contractor does not provide disposition instructions to the Government, the unreturned frames shall become the property of the Government and the Contractor shall surrender any right to receive any compensation or file any claim relating to the unreturned frames.

All disposition instructions shall be issued to the Government in writing and the Contractor shall request confirmation of disposition instruction receipt from the Government. The Contractor shall not assume receipt of disposition instructions has been made without positive confirmation of receipt from the Government.

Sample frame kits and additional marketing materials will be provided to the Government by the Contractor at no cost. In furnishing these materials, the Contractor understands that the Government will bear no responsibility for maintaining these materials, and agrees to hold the Government harmless for any loss incurred as a result of any claimed negligence, misuse, loss, normal wear and tear, or damage to these materials.

### Item Availability and Backorders

The Contractor shall maintain at least 95% item availability of the items ordered against this agreement. Item availability is defined as the ratio of items delivered on-time and on-specification according to the terms of this agreement, compared to the total number of items ordered over a 30 day interval. Orders delayed, substituted, or cancelled due to non-availability of the item requested are not considered to be delivered on-time or on-specification when calculating this ratio.

If there is a backorder on any frame style, the Contractor shall indicate this in the order acknowledgment or immediately after a stock shortage affecting order fulfillment is known. The Contractor will provide the ordering activity with an estimated time of arrival of the backordered product. If the backorder period is unacceptable to the Government, the Government may request, and the Contractor shall provide a list of similar substitute items. The Contractor shall also send a no-cost sample of the substitute item to the Government upon request. If the Government accepts the proposed substitute, the Contractor shall charge the Government the lower of the schedule price for the substitute, or the schedule price of the item originally requested. Once the Government has been made aware of a backorder situation for a particular item, the Contractor may charge the full schedule price for the substitute item until the date the Contractor initially specified for the original item to be off backorder.

### Warranty

The contractor warrants/guarantees the frames against defective material and/or workmanship for a minimum of one year from the date of acceptance. Manufacturer's warranties of frames and components that extend beyond the minimum one-year period shall be expressed and also enforced. All warranty claims filed by the government against either the contractor's warranty or the manufacturer's warranty shall be handled directly through the contractor.

The warranty shall cover, at a minimum, any manufacturing defects in materials or workmanship (i.e. material defects, distortions, weak weld points, flaking color lacquer, etc.) which prevent the eyeglass frame from being used or assembled in their intended manner. The contractor's warranty is not required to apply to adjustments incidental to the wearing of

eyeglasses, adjustments required by physical change of the wearer, or where there is evidence of deliberate misuse or alteration by anyone other than the contractor, other than normal assembly or adjustment of the eyeglasses.

During the one year warranty period, the contractor shall make all necessary adjustments to correct manufacturing defects. The contractor agrees to furnish without additional cost to the Government, all labor and materials necessary to correct defects that were detected during the guarantee period. Defective frames shall be replaced through exchange of defective stock.

Full credit will be given on all returned, recalled, or discontinued items. If frames are returned to the contractor for correction of a problem due to contractor error, the corrected frame order shall be returned to the VISN 20 Optical Fabrication Laboratory within 48 hours of contractor receipt of the returned frames.

### **Consignment of Contractor Inventory Maintained by the Government**

In order to reduce production lead times and achieve economy in product shipment, the Government may request to maintain an inventory of commonly purchased Contractor owned frames at the OFL. Contractor owned inventory maintained by the Government shall be limited to only the frames listed in the schedule of this agreement, and only in maximum quantities agreed upon by both parties. The Contractor may continually replenish stock levels up to the maximum agreed upon quantity.

The Government will notify the Contractor of frames used in production on a daily basis for inclusion in the Contractor's next invoice. On a monthly basis, the Contractor shall provide the Government with current stock levels of all Contractor owned products stored at the OFL. The Government will perform a physical inventory of the stock on-hand, and report any discrepancies to the Contractor. In the event of lost or damaged inventory due to fire, theft, vandalism, or other unforeseen cause, the Contractor shall not hold the Government liable for the lost or damaged inventory.

As an alternative to consignment, the Government may choose to purchase a working stock of commonly used eyeglass frames to reduce ordering frequency and lead times. In the event that any of these eyeglass frames in inventory fail to turnover at a reasonable rate, the Contractor shall agree to accept returns of new, unused eyeglass frames in exchange for credit, refund, or exchange as allowable by U.S. Government Fiscal Law. Returned frames under this section will be shipped at the Government's expense. All credit, refund, or exchange values shall be in an amount equal to the price originally paid for the eyeglass frames. The Contractor shall not charge restocking fees to the Government.

### **Product Recalls**

In the event that a particular eyeglass frame is recalled by the manufacturer, the Contractor shall notify the Government within 24 hours of receiving notice of the recall with information pertaining to the affected frame(s), scope of the defect prompting the recall, and a proposed method of recall resolution. At the minimum, the Contractor shall provide replacements to the recalled frames at no cost to the Government within 10 days of notifying the Government of the recall, unless an alternative agreement is reached between the Contractor and the Government in writing.

### **Product Schedule Pricing and Maintenance**

All prices on the Contractor's product schedule shall be firm-fixed price, not to exceed. The Contractor agrees to hold all prices on its schedule firm for the duration of this agreement, but it may also offer pricing discounts at its discretion. Pricing discounts need not be permanent, and the Contractor may adjust or remove a price discount at any time, provided no adjusted price exceeds the schedule price in this agreement.

In an effort to maintain relevancy with changing eyeglass fashion trends, the Contractor may periodically request modifications to their product schedule under this agreement. The Government will review these modification requests, but reserves the right to accept or reject these requests at the Contracting Officer's discretion. The Contractor shall not include items in its modification requests that it does not reasonably anticipate being able to consistently supply



throughout the remaining term of this agreement, or that do not comply with the clauses and requirements included in this agreement.

### **Shipping and Delivery of Orders**

Standard delivery for all orders placed against this agreement shall be two business days after receipt of order, unless otherwise specified. Shipping of backordered items shall be expedited using overnight or next day shipping at the Contractor's expense.

Any method of shipping is permissible, provided the method of shipping allows for a means for shipment tracking and results in orders being delivered within the specified timeframes. Tracking numbers shall be provided to the Government upon Contractor receipt of the tracking numbers from the delivery carrier.

All items offered under this agreement shall be priced inclusive of all standard shipping, handling, and other related charges. Expedited shipping shall be made available by the Contractor to the Government upon request, and may be subject to additional cost to the Government. The FAR clause at 52.247-34 -- F.o.b. -- Destination is hereby incorporated by reference and applies to all items furnished by the Contractor under this agreement.

Return shipping for defective products or incorrectly filled orders shall be at the Contractor's expense.

### **Packaging and Marking**

All frames shall be adequately packaged to prevent damage during transit. Each individual pair of eyeglass frames shall be marked with the color, size, and style of the frame on the frame itself. Packaging materials for the eyeglass frames shall include a barcode with the manufacturer's SKU, along with human readable color, size, manufacturer, and style information.

### **Quality Standards**

Each item provided to the Government under this agreement shall be free of any defects or visual blemishes, and shall adhere to a minimum set of quality control standards:

#### **Uniformity and Consistency in Size**

Eyeglass frames shall be uniform in size and consistency when taking measurements from one pair of frames to another pair of frames in an identical size and style. Each individual pair of eyeglass frames shall also be uniformly and consistently sized when mirrored measuring points are used across the line of symmetry at the center of the bridge of the frame. The maximum acceptable variation or deviation in frame measurements is 0.3 mm from one frame to another or from one side of a frame to the other across the line of symmetry.

#### **Uniformity and Consistency in Color and Texture**

Frames shall be visibly uniform in color and texture from one frame to another frame of an identical style and color combination.

#### **Placement of Weld Points**

Weld points shall be placed consistently and uniformly both along the line of symmetry from one side of a frame to the other side of the frame, and among identical frames of the same size and style.

#### **Durability**

Frames shall be built sufficiently durable to prevent breakage or damage during assembly, disassembly, and normal use by the wearer. The terms breakage and damage not only apply to the structural aspects of the frames, but also to the finishing aspects of the frames, including the durability of ear and nose pads, and prevention of flaking, peeling, or chipping of paint.

## **Inspection and Acceptance**

The Contractor shall employ their existing quality assurance program for product inspection and testing prior to shipping items ordered under this agreement.

The Government will retain responsibility for final acceptance of items delivered under this agreement, and retains the right to reject articles that fail to conform to this agreement or otherwise fail to meet the implied warranty of merchantability or quality standards established by this agreement. Government acceptance will occur after receipt of items ordered under this agreement, upon verifying the contents of each shipment.

## **Extent of Obligation**

The Government is obligated only to the extent of authorized purchases actually made under this agreement. The Government does not guarantee or imply any orders will be placed against the agreement.

## **Purchase Limitation**

The single purchase limitation for calls placed against this agreement, including calls placed against bulk funding documents, is set at the micro-purchase threshold as defined in FAR 2.101. Presently, the micro-purchase threshold for supplies is \$3,000.

## **Invoicing and Payment**

The Government may make use of “bulk funding documents” where a certain amount of funding is administratively reserved in anticipation of orders being placed against this agreement. Bulk funding documents will be issued as calls against this agreement. The Government will only pay for orders placed by authorized individuals or ordering activities, as specified in this agreement. The use or issuance of a bulk funding document does not guarantee that the Government will place orders up to the amount allotted on the document, nor does it entitle the Contractor to any excess funds remaining after expiration of the funding document.

Alternatively, the Government may also place and pay for orders using a government credit card.

A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets. Invoices shall be submitted in accordance with the payment clauses incorporated into this agreement.

## **Individuals Authorized to Purchase**

This agreement is for the exclusive use of the VISN 20 Optical Fabrication Lab located at the Boise VA Medical Center. Bulk funding documents and delivery orders may be signed by any warranted contracting officer assigned to Network Contracting Office 20. When a bulk funding document is used, the document will state the names or positions of the individuals authorized to place orders with the Contractor using the bulk funding document.

## **Delivery Tickets**

An itemized delivery ticket shall accompany each filled order from the contractor. All delivery tickets shall include the following information, at a minimum:

1. Name of supplier
2. Blanket Purchase Agreement number
3. Date of purchase
4. Purchase number
5. Itemized list of supplies or services furnished

6. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information)
7. Date of delivery or shipment

## B.2 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

(End of Clause)

## B.3 Price/Cost Schedule

### Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Eyeglass Frames Ordering Period 10/01/2014 through 09/30/2015	1.00	YR		
				<b>GRAND TOTAL</b>	

## B.4 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
1	SHIP TO: Department of Veterans Affairs Boise VA Medical Center 500 W Fort St. Boise ,ID 83702  MARK FOR:	1.00

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☒ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☒ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☒ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☒ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(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 Subpart 4.7, Contractor Records Retention, of the 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 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.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.



(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## **C.2 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

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

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

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

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

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

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

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

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

(End of Clause)

### **C.3 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

### **C.4 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):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.247-34	F.O.B. DESTINATION	NOV 1991
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.246-71	INSPECTION	JAN 2008

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### Notice: Mandatory Electronic Invoicing

VA published the final rule requiring vendors to submit invoices electronically to the Financial Services Center (FSC) in the November 27, 2012 Federal Register. The rule became effective December 27, 2012. The rule includes a new contract clause to be inserted in all solicitations and contracts by the contracting officer (VAAR 852.232-72). Vendors can comply with the rule by using either of the two methods below:

1. The FSC uses a third-party contractor, Tungsten Network, to transition vendors from paper to electronic invoice submission. For information on Tungsten Network electronic invoicing set-up, vendors should call 877-752-0900, or email [USClientServices@ob10.com](mailto:USClientServices@ob10.com). Vendors are required to register with Tungsten Network and submit invoices electronically as a condition of acceptance of this contract or order.
2. A system that conforms to the X12 electronic data interchange (EDI) format established by the Accredited Standards Center. For FSC e-Invoicing information, please call 877-353-9791 or email [vafscshd@va.gov](mailto:vafscshd@va.gov).

FSC and VA's Office of Acquisition, Logistics and Construction (OALC) will assist existing commercial vendors in migrating to the electronic process. Until the transition to electronic format is complete, FSC will continue to process paper invoices for commercial vendors.

The FSC's electronic invoicing system provides a variety of flexible solutions for all vendor types, including small businesses, and does not require any vendor transaction fees. More information on the FSC electronic invoicing process can be found at <http://www.fsc.va.gov/einvoice.asp>

## SECTION E - SOLICITATION PROVISIONS

### Addendum to FAR 52.212-1 – Instruction to Offerors

#### I. GENERAL INFORMATION

These instructions provide guidance for the preparation of your response to this solicitation. You are advised to submit a clear, complete, and accurate response. A response that is sufficiently documented will enable the Government to perform a thorough and fair evaluation. To be considered for an award, the response shall conform to all terms and conditions contained in this Request for Quotation (RFQ). Offerors are advised to read this entire document. While effort has been made to ensure this solicitation is clear and concise, there are some requirements which may need to be addressed according to the various provisions, clauses, and other parts throughout this document.

Significant or other material omissions, such as missing documents or signatures, which are not corrected prior to the due date for quotations may result in the Offeror's response not being considered for award. Offerors should not expect the Government to review responses for completeness prior to the due date listed in the solicitation.

Caution: No oral statements made by the contract parties or other interested parties will take precedence over the written terms and conditions of the solicitation or resultant contract.

#### Contract Type

This is a competitive solicitation to award multiple Blanket Purchase Agreements on a firm-fixed price basis. The Government reserves the right to limit the number of agreements it enters into at its discretion.

#### Solicitation Process

This solicitation is issued as a Request for Quotation, utilizing the procedures prescribed in FAR Part 13, *Simplified Acquisition Procedures*, and FAR Part 12, *Acquisition of Commercial Items*, and other parts of the Federal Acquisition Regulation and Veterans Affairs Acquisition Regulation, as applicable.

The Government intends to award Blanket Purchase Agreements resulting from this solicitation without discussions, but reserves the right to hold discussions if the Government deems them necessary. Therefore, Offerors are advised to submit their best offers in their initial responses.

The Government intends to include all line items in the otherwise successful Offeror's pricing schedule, but the Government may also choose to otherwise award some or none of the line items in the resulting Blanket Purchase Agreement without discussions or input from the Offeror. Therefore, each item shall be standalone and not dependent on other line items included in the pricing schedule.

#### Socioeconomic Set-Asides

The NAICS code assigned to this acquisition is 339115, Ophthalmic Goods Manufacturing. The size standard is 500 Employees. This procurement is issued on an unrestricted basis using full and open competition. Any sized firm may respond.

## System for Award Management and VetBiz Registration

Offerors desiring to receive an award from this solicitation must be registered and active in the System for Award Management (<http://www.sam.gov>) and have current and complete Online Representations and Certifications within the System for Award Management. Offerors must also include a statement with their response to this solicitation stating the extent to which their online representations and certifications apply to their quotation.

Offerors claiming Service Disabled Veteran Owned Small Business (SDVOSB) or Veteran Owned Small Business (VOSB) status shall be registered in VetBiz by the Center for Veterans Enterprise (CVE) prior to submission of offer. Companies who are not registered and/or not approved in VetBiz database will not be considered as veteran-owned status (<http://www.vetbiz.gov>).

## Country of Origin Disclosure Requirements

This solicitation includes provisions and clauses which restrict the award of a contract for products manufactured in certain countries. The country of origin shall be annotated for each individual item in the prospective contractor's proposal. Proposals failing to indicate the country of origin for each line item on their price schedule will not be considered.

## Statement of Understanding

The *Contract Description, Terms, and Specifications* section of this solicitation outlines the general terms and conditions that will be included in the resulting contracts. Offerors shall include a statement outlining the extent of their agreement to the terms and conditions. Offerors who fail to include this statement or reject any part of the terms and conditions will not be considered for award.

## Period for Acceptance of Offers

By submitting a response, the Offeror agrees to hold the prices in its quotation firm for 60 calendar days from the date specified for receipt of quotations.

## Description of Requirement

Offerors are free to propose any and all eyeglass frame styles they choose, with the exception of child, youth, or drill-mount frames. Only proposals entirely consisting of adult, non-drill-mount frames will be considered. The following information serves to identify the broad range of eyeglass frame styles and features sought by the Government, but does not to restrict item offerings.

### Frame Types

- Standard
- Sport
- Sun
- Safety (with available side shields)

### Prescription Lens Compatibility

- Single lens
- Bifocal
- Progressive
- High Prism

### Frame Shape

- Aviator
- Geometric
- Oval
- Rectangle
- Round

### Rim Style

- Full rim
- Half rim

### Gender Specificity

- Male
- Female
- Unisex

### Material and Construction

- Plastic (zyl, nylon, etc.)
- Steel
- Titanium
- Mixed Metal
- Stainless Steel
- Memory Titanium
- Hinged
- Spring Hinge

- Wayfarer
- Non-spring Hinge

### Requests for Additional Information

Should you require additional information, have questions or concerns regarding this solicitation or the requirements addressed within, please contact the individual listed on page one (1) in block 7 or block 20 of the Standard Form 1449. You are encouraged to submit any questions relating to this RFQ no later than **10 calendar days** prior to the offer due date and time as specified in this solicitation, as amended. Questions must be in writing, and personal responses should not be expected, nor are they guaranteed. Questions received after the due date and time may not be answered. The government is not obligated to answer any questions submitted after this date.

## II. SOLICITATION RESPONSE FORMAT & SUBMISSION GUIDELINES

### A. SOLICITATION RESPONSE FORMAT

A complete solicitation response consists of the following:

1. A cover letter that includes the prospective contractor's:
  - a. Business name
  - b. DUNS number
  - c. Company Point of Contact
  - d. Physical address
  - e. E-mail address
  - f. Phone number
  - g. Brief capabilities statement
2. An itemized price schedule of the items that the prospective contractor would like to have considered for inclusion in a Blanket Purchase Agreement (see below for pricing schedule format).
3. A completed copy of the Representations and Certifications at FAR 52.212-3, if not completed electronically in the System for Award Management.
4. A completed past performance questionnaire.

### B. SOLICITATION RESPONSE SUBMISSION GUIDELINES

Responses shall reach the designated Government office by the time specified in the solicitation. Include the solicitation number and on the front of the package. One complete electronic copy of the solicitation response in Adobe Acrobat (.pdf) or compatible format and shall be delivered to the Contracting Officer by the close date of this solicitation in order to be considered for award. Responses received after the close date of the solicitation may not be considered. Electronic solicitation responses may either be e-mailed to [william.blyth@va.gov](mailto:william.blyth@va.gov), or mailed on CD to the Contracting Office address listed on the SF 1449. Facsimile (fax) submission of responses is not acceptable.

### Pricing Schedule Format

The Offeror's price schedule will be evaluated for competitive pricing. Offerors are encouraged to include a broad and expanded assortment of eyeglass frame styles in their quotations. Pricing schedules shall only include complete eyeglass frames. Schedules containing separately priced frame components (i.e. hinges, nose pads, etc.) will not be considered.

Price schedules submitted in response to this RFQ are requested to be in Comma Separated Value (CSV), Microsoft Excel, or compatible electronic format, and contain the information outlined below, at a minimum. Although not required to be physically included in the price schedule, the Contractor shall include pictures with its solicitation response that depict the physical appearance of each eyeglass frame style listed in its schedule.

Requested Price Schedule Information:

- Manufacturer of the frame
- Manufacturer's Part Number or SKU
- Color
- Size
- Style Name
- Material (plastic, steel, titanium, etc.)
- Country of Origin
- Price per each

### III. BASIS FOR AWARD

In accordance with FAR Provision 52.212-2, Evaluation – Commercial Items, the Government intends to award Blanket Purchase Agreements resulting from this solicitation to the responsible offerors whose solicitation responses represent the best value after evaluation in accordance with the factor(s) specified in the provision. Awards will be made to the offerors whose solicitation responses contain the combination of factors offering the best overall value to the Government. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Prospective contractors shall note that the Government may choose not to select solicitation responses for award that contain a very limited number of items in the pricing schedule.

#### Factor #1: Price

Price will be evaluated by comparing the prospective contractor's quoted prices to pricing for similar items obtained in response to this solicitation. In the event no other competitive pricing is received, the government reserves the right to employ additional methods of price analysis to determine fair and reasonable pricing.

#### Contractor Responsibility

Only responsible prospective contractors will be considered for award. In order to determine contractor responsibility, the Government will assess a prospective contractor's responsibility according to the general standards identified in FAR 9.104-1. Prospective contractors should take note that the government's evaluation and determination of contractor responsibility is not an evaluation factor for award. Rather, contractor responsibility is a pre-requisite for award.

The government intends to use a variety of sources of information in order to determine a prospective contractor's responsibility, including capability statements and past performance questionnaires. In addition, the government may also retrieve information from other sources, such as the Past Performance Information Retrieval System (PPIRS), the Federal Procurement Data System (FPDS), and credit reporting agencies. The government shall not be limited in its search for information.

### E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

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

Price



Technical and past performance, when combined, are .

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

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

(End of Provision)

## **E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"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 pursuant to 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)).

"Service-disabled veteran-owned small business concern"—

- (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; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) 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).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) 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 veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American—Free Trade Agreements—Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

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*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

*[List as necessary]*

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

*[List as necessary]*



(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(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 owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

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

(End of Provision)

### **E.3 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)**

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

(End of Provision)

#### **E.4 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):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
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