

|  |  |  |  |  |   |  |   |  |
|--|--|--|--|--|---|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>  |  |  |  | 1. REQUISITION NO.<br>589-15-1-3634-1407   |   | PAGE 1 OF 88   |   |  |
| 2. CONTRACT NO.  |  | 3. AWARD/EFFECTIVE DATE  |  | 4. ORDER NO.   |   | 5. SOLICITATION NUMBER<br><b>VA255-15-R-0399</b>   |   |  |
|  |  |  |  |  |   | 6. SOLICITATION ISSUE DATE<br>07-31-2015   |   |  |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>Buell, Larry A    larry.buell@va.gov  |  |  | b. TELEPHONE NO. (No Collect Calls)<br>(913) 946-1961 |  | 8. OFFER DUE DATE/LOCAL TIME<br><b>09-10-2015<br/>4:00 pm CDT</b> |  |
| 9. ISSUED BY<br>Department of Veterans Affairs<br>Network Contracting Office (NCO) 15<br>3450 S 4th Street<br><br>Leavenworth KS 66048   |  |  |  | CODE 00255   |   | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB    NAICS: 339115<br><input checked="" 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<br><input type="checkbox"/> SEE SCHEDULE   |  | 12. DISCOUNT TERMS   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>  |   | 13b. RATING<br>N/A   |   |  |
|  |  |  |  |  |   | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP  |   |  |
| 15. DELIVER TO<br>See Section B.3 (a) (3)  |  |  |  | CODE Y   |   | 16. ADMINISTERED BY<br>Department of Veterans Affairs<br>Network Contracting Office (NCO) 15<br>3450 S 4th Street<br><br>Leavenworth KS 66048  |   |  |
| 17a. CONTRACTOR/OFFEROR CODE   |  | FACILITY CODE  |  | 18a. PAYMENT WILL BE MADE BY<br>See Section B.1 (b)  |   | CODE 00255   |   |  |
|  |  |  |  |  |   |  |   |  |
| TELEPHONE NO.  |  | DUNS:  |  | DUNS+4:  |   | PHONE:    FAX:   |   |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |  |  |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input checked="" type="checkbox"/> SEE ADDENDUM   |   |  |   |  |
| 19. ITEM NO.   |  | 20. SCHEDULE OF SUPPLIES/SERVICES  |  | 21. QUANTITY   |   | 22. UNIT   |   |  |
|  |  |  |  |  |   | 23. UNIT PRICE   |   |  |
|  |  |  |  |  |   | 24. AMOUNT   |   |  |
|  |  | <b>EYEGLASSES &amp; OPTICAL SHOP SERVICES for multiple locations within Veterans Integrated Service Network (VISN) 15</b><br><br>1) Furnish eyeglasses & optical shop services to eligible beneficiaries serviced by VISN 15. The contractor shall provide all eyeglasses, supplies, materials, equipment, transportation, labor, supervision, patient education, safety management and infection control, as necessary for veterans being treated. In accordance with the attached Statement of Work(SOW), schedules, terms and conditions.<br>2) The Government anticipates awarding a single one (1) year contract with four (4) one (1) year option periods.<br>3) Please see section E.1 for Instructions for Proposal Submission. See section E.14 for Evaluation Process.<br>4) This solicitation is reserved for 100% Service Disabled Veteran Owned Small Business (SDVOSB) participation only.<br>5) Award will be Best Value to the Government (price and non-price factors considered).<br><br>(continued on page 2)<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |  |  |   |  |   |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br><br>N/A   |  |  |  |  |   | 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.<br><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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>One (1)</u> 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)<br>WILLIAM WEBB<br>Contracting Officer  |   | 31c. DATE SIGNED   |   |  |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | <p>(continued from page 1)</p> <p>(6) This solicitation is a two-step process.</p> <p>First step: Obtain Pre-approval of eyeglass frames in accordance with Statement of Work (SOW) section B.3. (h) (13) (A) and FAR provision 52.212-1. It is <u>MANDATORY</u> that eyeglass frames offered in response to this solicitation be pre-approved prior to submission of a proposal.<br/> <u>First step closing date &amp; time: August 21, 2015 at 3:30</u></p> <p>Second step: Submission of proposal consisting of two parts: (1) Technical Proposal (includes Technical and Past Performance) and (2) Price Proposal, in accordance with FAR FAR provision 52.212-1.<br/> <u>Second step closing date &amp; time: September 10, 2015 at 4:00</u></p> <p>(7) Proposals received from offerors without a pre-approved frame sample kit will not be considered for award.</p> |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|   |                    |                                 |   |                  |
|---|--------------------|---------------------------------|---|------------------|
| 33. SHIP NUMBER   | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT   | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                    |                                 | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                  |

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

|   |                             |
|---|-----------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (Print)    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 42b. RECEIVED AT (Location) |
| 41c. DATE   | 42c. DATE REC'D (YY/MM/DD)  |
|   | 42d. TOTAL CONTAINERS       |

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

- (a). CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

(1). CONTRACTOR:

---



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---



---

DUNS:

Tax Identification Number (TIN):

---



---

Contact person name:

Contact person email:

Contact person telephone:

Contact person fax:

---



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(2). GOVERNMENT:

DEPT. OF VETERANS AFFAIRS  
Veterans Health Administration  
Network Contracting Office (NCO) 15  
3450 S 4<sup>th</sup> St. Trafficway  
Leavenworth KS 66048

- (b). CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☐ 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or  
☒ 52.232-36, Payment by Third Party

- (c). INVOICES: Invoices shall be submitted in arrears:

(1). Quarterly ☐

(2). Semi-Annually ☐

(3). Other ☒ – Within ten (10) business days after completion and acceptance of each deliverable and submission of Government Purchasing Card transaction.

- (d). GOVERNMENT INVOICE ADDRESS: Payment will be by Government Purchasing Card. Invoices will be provided in accordance with the requirements listed in FAR 52.212-4, Commercial Items – Terms and Conditions, (MAY 2015), (g) Invoice, and section B.3 Statement of Work (SOW), subsection (h) (23). Invoices from the contractor shall be mailed to one or more of the following addresses as applicable:

(1). Dept. of Veterans Affairs  
Harry S. Truman Memorial Veterans Hospital  
Attn: Prosthetics

800 Hospital Drive  
Columbia, Mo. 65201

(2). Dept. of Veterans Affairs  
Kansas City VA Medical Center  
Attn: Chief of Prosthetics  
4801 Linwood Blvd.  
Kansas City, Mo. 64128

(3). Dept. of Veterans Affairs  
Dwight D. Eisenhower VA Medical Center  
Attn: Leavenworth Prosthetics 589A6 L-121  
4101 S. 4th St.  
Leavenworth, Ks. 66048

(4). Dept. of Veterans Affairs  
Marion VA Medical Center  
Attn: Prosthetics (121)  
2401 West Main St.  
Marion, IL. 62959

(5). Dept. of Veterans Affairs  
John J. Pershing VA Medical Center  
Attn: Prosthetics  
1500 N. Westwood Blvd.  
Poplar Bluff, Mo. 63901

(6). Dept. of Veterans Affairs  
VA Medical Center  
Attn: Prosthetics (121)  
#1 Jefferson Barracks Dr.  
St. Louis, Mo. 63125

(7). Dept. of Veterans Affairs  
Colmery O'Neil VA Medical Center  
Attn: Topeka Prosthetics 589A5 T-121  
2200 Gage Blvd.  
Topeka, Ks. 66622

(8). Dept. of Veterans Affairs  
Robert J. Dole VA Medical Center  
Attn: Prosthetics (CS-3)  
5500 E. Kellogg Drive  
Wichita, Ks. 67218

(e). REFERENCE NUMBERS: Please reference both the contract number (to be assigned) and the obligation number (to be assigned) on all correspondence and invoices. If contract option years are exercised, new obligation numbers will be issued and identified on the contract modification document.

(f). AUTHORIZATIONS:

(1). The Contracting Officer (CO) named in Section (a) above is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

- (A). Contract prices,
  - (B). Quality,
  - (C). Quantities, or
  - (D). Delivery terms and conditions.
- (2). Contracting Officer Representatives (COR) and Alternate Contracting Officer's Representatives (Alt-COR) may be assigned to this contract. The COR and Alt-COR shall be provided specific written delegated authority by the CO, a copy of which will be provided to the Contractor.
- (g). CHANGES TO THE CONTRACT: No individual or activity has authority to ADD, DELETE, CHANGE, OR MODIFY this order except by the CO or by written authority specifically delegated by the CO.
- (h). CONTRACT TIME PERIOD:
- (1). The base contract period is anticipated to commence approximately **November 1, 2015** and expire **September 30, 2016**.
  - (2). At the discretion of the government, and in accordance with 52.217-9, Option to Extend the Term of the Contract, the contract may be extended four (4) one (1) year periods. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.
- (i). FAR 52.222-41 SERVICE CONTRACT ACT OF 1965: The Contracting Officer has determined that the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*) will apply to this contract.
- (j). LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011): This solicitation includes VAAR Clause 852.219-10- VA NOTICE OF TOTAL SERVICES DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009). Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

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

| AMENDMENT NO | DATE |
|--------------|------|
|              |      |
|              |      |
|              |      |
|              |      |

## B.2 PRICE SCHEDULE

Offers are to utilize the Microsoft Excel spreadsheet that is provided as Attachment (8) to this solicitation for their price schedule submission. Please fill-in all unit prices for all five years (base plus four (4) option years). The Spreadsheet will automatically calculate the extended price, subtotal price, add a six (6) month option period at 50% of the Option Year 4 subtotal pricing, and total all prices. Please note that it is MANDATORY that offerors offer a product and enter a unit price for each CLIN or sub-CLIN for each year of the contract. Any unit price spreadsheet cell with an entry of \$0.00 will mean that item is being offered free or at no charge.

**PLEASE NOTE:** The resulting contract will be for an indefinite quantity of products and services. The quantities specified in this Price Schedule are ESTIMATED NUMBERS for budget and evaluation purposes and as such there is no guarantee made or implied as to the number of items the contractor may actually be required to furnish.

## B.3 STATEMENT OF WORK (SOW)

### (a). GENERAL INFORMATION

- (1). Title of Project: Eyeglasses and Optical Shop Services – VISN 15
- (2). Scope of Work: The Contractor shall provide all labor, materials and transportation necessary to provide eyeglasses and in-house (onsite at VA facilities) Optician services to beneficiaries within the Dept. of Veterans Affairs, Veterans Integrated Service Network (VISN) 15 service area, as described in this statement of work (SOW), except as may otherwise be specified.
- (3) Location: Contractor optical shop services will be furnished on-site at the following VISN 15 facilities.
  - (A). Harry S. Truman Veterans' Hospital (CO)  
800 Hospital Drive  
Columbia, Mo. 65201-5275
  - (B). Kansas City VA Medical Center (KC)  
4801 Linwood Blvd.  
Kansas City, Mo. 64128-2226
  - (C). Dwight D. Eisenhower VA Medical Center  
4101 S. 4th St.



Leavenworth, Ks. 66048-5014

(D). Marion VA Medical Center (MA)  
2401 West Main St.  
Marion, IL. 62959-1188

(E). John J. Pershing VA Medical Center  
1500 N. Westwood Blvd.  
Poplar Bluff, Mo. 63901-3318

(F). St Louis VA Medical Center (JB)  
Jefferson Barracks Division  
#1 Jefferson Barracks Dr.  
St. Louis, Mo. 63125-4199

(G). St. Louis VA Medical Center (JC)  
John Cochran Division  
915 North Grand Blvd.  
St. Louis MO 63106-1621

(H). Colmery O'Neil VA Medical Center (TO)  
2200 Gage Blvd.  
Topeka, Ks. 66622-0001

(I). Evansville VA Health Care Center  
6211 E Waterford Blvd.  
Evansville IN 47715-2869

(J). Robert J. Dole VA Medical Center (WI)  
Eye Clinic Annex 949 S. Glendale St.  
Wichita, Ks. 67218-1607

(4). Background information:

(A). The Department of Veterans Affairs (VA), VISN 15, has an ongoing program to furnish eyeglasses to beneficiaries of the VISN 15 facilities listed above. The following historical usage information is provided to show the approximate number of pairs of eyeglasses that were required in previous years (Evansville HCC usage is included in the Marion IL VAMC usage data).

|    | FY 2011 | FY 2012 | FY 2013 | FY 2014 |
|----|---------|---------|---------|---------|
|    | Qty     | Qty     | Qty     | Qty     |
| KC | 8849    | 9230    | 10285   | 10767   |
| CO | 5647    | 6664    | 6521    | 6947    |
| TO | 2895    | 2699    | 2549    | 2766    |
| LV | 1909    | 1845    | 1624    | 2220    |
| WI | 3925    | 4373    | 4587    | 4855    |
| JC | 1172    | 3166    | 6488    | 7872    |
| JB | 7888    | 7081    | 3263    | 3329    |
| PB | 3193    | 3829    | 3896    | 4316    |
| MA | 6724    | 6453    | 7744    | 7896    |
|    | 42202   | 45340   | 46957   | 50968   |

- (B). The quantities shown for specific Contract Line Item Numbers (CLINS) in section B.2 – Price Schedule, are estimates only and impose no obligation on the VA. The contract shall be for the actual requirements of the VA as ordered by the VA during the life of the contract.
- (5). Performance Period: The Contractor shall begin the work required under this SOW commencing with the effective date of service commencement, unless otherwise directed by the CO, and shall provide the required services until the date of contract expiration.
- (6). Type of Contract: Firm-Fixed-Price, Requirements contract..
- (7). Extension of Contract: This contract may be extended for up to four (4) one (1) year option periods at the discretion of the government, in accordance with FAR 52.217 9, Option to Extend the Term of the Contract.
- (b). CONTRACT AWARD MEETING. The Contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick off meeting, or has advised the Contractor that a kick off meeting is waived.
- (c). INTENT. The Intent of this solicitation is to establish one contract to provide all labor and materials necessary to provide eyeglasses and in-house (onsite at VA facilities) Optician services to beneficiaries of the VA Medical Facilities listed in this section.
- (d). DELIVERY ORDERS.
- (1). Delivery orders will be issued under the contract by the facilities listed above. An authorized representative of Prosthetics & Sensory Aid Service (P&SAS) at each respective facility will place orders for supplies or services. Each order will contain the beneficiaries' name, and home address as well as the type of supplies, services required.
- (2). Prescriptions will be transmitted by Electronic means. A purchase order authorization and copy of the eyeglasses prescription will be transmitted to the Contractor within 1 (one) business day of receipt of the prescription from Optometry. The contractor shall have the capability to receive orders via facsimile (fax) transmission located in a secure location not open to the public and through encrypted PKI email capability. The fax machine shall be independent from the contractor's established phone line and be capable of receiving faxed orders. The contractor shall maintain a log of all work transmitted via fax, computer, and telephone. The log will be electronically maintained in the VA provided computer using an Excel spreadsheet. Mailing orders will only be used in an emergency affecting fax and email capabilities and when a frame must accompany the order.
- (3). All delivery orders placed against this contract are to be paid by the VA Medical Center placing the order. The purchase card will be billed and proper invoices will be sent to the address cited on the order within 10 business days of shipment of eyeglasses. Delivery shall be made as specified on the order to the veteran's residence, Eye Clinic or the Optical Shop.
- (e). PATIENT CONFIDENTIALITY. The Contractor shall ensure confidentiality of all patient information following all Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic Clinical Health (HITECH) rules and regulations. Contractor is directly responsible for compliance with the HIPAA and HITECH, and is directly responsible for any violations.

(f). SOLICITATION OF BENEFICIARIES

- (1). The Contractor shall deal directly with the CO and or the COR, relative to any aspect of the contract. The Contractor shall not directly or indirectly solicit the beneficiaries of the Department of Veterans Affairs. The Contractor will contact the beneficiary or caregiver only to make arrangements for rendering services or supplies authorized by the VA. Pay, incentives, bonuses, and performance of Contractor employees will not be based on retail sales and upgrades.
- (2). The Contractor shall, upon receipt of an electronic eyeglass consult and authorization, fill the order as written and not encourage the beneficiary to upgrade the order through persuasive sales techniques. If the beneficiary requests an upgrade of frames or lenses, which is permissible, the difference in price must be paid for directly by the beneficiary.

(g). **PRODUCT SUBSTITUTIONS.** The Contractor shall maintain an adequate inventory of all items covered by this requirement and shall provide a similar or equal item if stock is not immediately available or in case of emergency. Any proposed substitutes for, or changes to, the approved frames must be approved, in writing, by the VISN COR through the CO. In addition, new frame samples shall be submitted prior to the exercise of each option year and must be approved by the COR prior to contract award. No product substitutions shall be made without prior written approval of the treating facility COR.

(h). **SPECIFIC TASKS.**

(1). **Optician/Contractor Responsibilities:**

- (A). The Contractor shall provide in-house (onsite) Optician services five days a week (excluding Federal Holidays), Monday through Friday at each facility listed in this Statement of Work (Section 1.3). The exact working hours shall be agreed upon between the facilities COR and the contractor.
- (B). Upon mutual agreement of both parties, the days and hours of services may be expanded to include evenings and weekends, which may require the addition of Opticians to meet the demand. The expansion of hours or increase in days will constitute a change in scope of the contract and must be authorized through a modification to the contract. Only the CO has the authority to modify the contract.
- (C). Contractor shall provide a minimum of two (2) full-time Opticians at the following facilities: John Cochran VAMC (St. Louis, MO), Harry S. Truman Memorial VAMC (Columbia, MO), Wichita Low Vision Clinic (Wichita, KS) and the Kansas City VAMC (Kansas City, MO). All other facilities listed in Section 1.3 shall be provided a minimum of one (1) full-time Optician. A facility may require additional opticians as workload requires and space permits. An increase in the number of Opticians will require a modification of the contract in accordance with section (h) (1) (B) above.
- (D). The Contractor shall be responsible for the Optician's performance, attendance, pay, benefits, etc. No Contractor personnel shall be considered VA employees for any purpose and shall be considered employees of the Contractor. Pay, incentives, bonuses, and performance of Contractor personnel, will not be based on retail sales and upgrades.
- (E). The Contractor shall provide a replacement Optician with an Optician of equal or greater experience and skills for any planned or unplanned absences that exceeds 2 hours. It shall be the Contractor's personnel's responsibility to make arrangements for replacement

Opticians with the Contractor. The VA will not be responsible for notifying the Contractor of Contractor personnel tardiness or absences.

(2). Contractor Requirements:

- (A). The contractor shall be responsible for providing Veteran beneficiary's eyeglasses and furnishing on-site optician services. The contractor shall provide all coordination, supervision, monitoring, and evaluating the care and service provided. The contractor must assure that the contracted services are performed according to the terms of the contract. The contractor must also assure that its personnel meet the requirements of the contract and are competent to do the jobs assigned them.
- (B). Contractor staff performing, on site at a VA facility, will wear a smock or shirt with the company logo clearly displayed on it, at all times.
- (C). The Contractor must develop and obtain approval for a processes for electronic submission of documents. Approval must be obtained from the Information Technology (IT) office and the Information Security Office (ISO) within each of the facilities.
- (D). The Contractor must develop a QA program to ensure accuracy of work prior to mailing.
- (E). The Contractor must assure the timely delivery of eyeglasses.
- (F). The Contractor must develop and implement a return/remake policy.
- (G). The Contractor must provide Work In Progress (WIP) reports that accurately reflect job processing to the facility COR, as requested. Facilities may request this report be sent routinely on a daily basis.
- (H). The Contractor personnel must actively cooperate with the VA facility opticians and CORs.
- (I). The Contractor must develop a process for maintaining ongoing communications with facility's Prosthetics Staff in order to identify issues at the earliest possible time.
- (J). The Contractor's Management, for the on-site Opticians, shall make a minimum of one annual site visit to each Optical Shop to check on the operations and ensure the Optician(s) are maintaining a suitable operation in the space provided. They should also make contact with the Eye Clinic and Prosthetics to see if there are any issues that need to be addressed. Upon request, by the COR, additional site visits may be required.

(3). Space/Equipment/Supplies:

- (A). The VA will furnish, heat, cool, maintain and furnish janitorial services to onsite office space for the Contractor's delivery of optical shop services as specified in section (h) (3) (B) below. The VA will also provide and maintain the following equipment: a single telephone line with telephone and computer equipment (CPU, Monitor, printer, scanner) which is connected to the VA system. Also copy paper will be furnished on an as needed and requested basis.
- (B). The current square footage of on-site space at each of the facilities is as follows:

Marion, IL

145 sf

|                                   |                              |
|-----------------------------------|------------------------------|
| Evansville, IN                    | 153 sf                       |
| Wichita, KS                       | 150 sf                       |
| Poplar Bluff, MO                  | 124 sf                       |
| Columbia, MO                      | 112.5 sf                     |
| Kansas City, MO                   | 145 sf (Waiting Room 340 sf) |
| Topeka, KS                        | 139 sf (Waiting Room 260 sf) |
| Leavenworth, KS                   | 107 sf (Waiting Room 199 sf) |
| John Cochran (St Louis, MO)       | 361 sf (Waiting Room 532 sf) |
| Jefferson Barracks (St Louis, MO) | 105 sf (Waiting Room 193 sf) |

(C). Except for the VA furnished facilities and items specified above, The Contractor shall provide all equipment and supplies required to operate each on-site optical facility - The contractor shall provide desk, chairs, credenza, electronic equipment (fax machine etc), display racks/cases, and related equipment, as required for in-house (onsite) VA optical shop services. The Contractor's Optician must have access to appropriate tools for dispensing on all premises. It will be the Contractor's responsibility to maintain all Contractor furnished items in good working and calibrated condition. Contractor furnished items include but are not limited to:

- (i). Adjustment and bench tools;
- (ii). Lensometer;
- (iii). Lens clock;
- (iv). Frame heater;
- (v). P.D. Ruler;
- (vi). Pupilometer and/ or penlight, or interpupillary measuring device
- (vii). Frame and lens cleaning products;
- (viii). Thickness calipers;
- (ix). Vertex distometer;
- (x). Tolerance chart (see appendices)
- (xi). Visual acuity charts

(D). The VA will furnish and maintain all Waiting Room furniture, equipment and supplies.

(E). The Contractor will set up remote access to their work in progress for tracking purposes. The Contractor will establish a corporate Public Key Infrastructure (PKI) account in order to receive prescriptions and purchase authorizations.

(F). The contractor will be responsible to stock the Optical Shop with necessary office supplies such as pens, paper, and necessary supplies in support of contractor owned equipment, including supplies needed to clean equipment in accordance with the manufactures recommendations.

(4). Optician qualifications:

(A). Opticians shall be certified by the American Board of Opticianry (ABO) or have equivalent work experience of two or more years. Optician shall provide optical services that include proficiency in all of the following functions which must be documented by the Contractor on the Elements of Competency Checklist before commencing work and annually thereafter:

- (i). Measurement for pupillary distances, segment heights, and bases curves.
- (ii). Lensometry and verification of all eyeglass prescriptions parameters.
- (iii). Pupilometer.
- (iv). Lens Clock.
- (v). Eyeglass frame selection to include appropriate eye size and temple lengths.

- (vi). Correctly and completely entering frame selection, size, color, name, and measurements on the beneficiaries' s Prosthetic Consult (Vista) within 24 hours after assisting the beneficiary.
- (vii). Ordering spectacles, to include accurate measurements of pupillary distances, segment heights, and base curves (as needed).
- (viii). Application of Fresnel Prisms.
- (ix). Adjusting and dispensing eyeglasses.

(B). In addition the Contractor's on-site personnel will:

- (i). Enter the frame information and measurements into the VA Vista System
- (ii). Answer beneficiary questions related to the eyeglasses and eyeglasses order.
- (iii). Contact no-show beneficiaries to determine if the beneficiaries will be obtaining eyeglasses through the VA Optical Shop and advise the facility COR when a beneficiary declines services.
- (iv). Maintain professional customer relations.
- (v). Confirm creation of Purchase Orders with Prosthetics Staff.
- (vi). Work closely with Prosthetics Staff members regarding administrative issues as early as possible once issues are discovered.
- (vii). Electronically transmit all eyeglass orders to Contractor manufacturing facility.
- (viii). Track eyeglass orders with Contractor.
- (ix). Communicating directly with beneficiaries on optical issues as they arise (often by telephone).
- (x). Maintain an electronic log of phone calls from beneficiaries and document actions taken.
- (xi). Troubleshoot all optical issues for prosthetic devices and—assuming none found—contacting eye clinic directly for further remediation of problem.
- (xii). Eyeglass repairs (primarily eyeglass screws and nose pads).

(5). Contractor Personnel Elements of Competence:

Contractor personnel shall have the ability to interpret and dispense a prescription using appropriate lenses and facial and frame measurements. They must be able to meet the following requirements:

(A). Identifies anomalies in a prescription and implements the appropriate course of action.

- (i). **Indicator:** Identifies possible errors in a prescription and follows the appropriate course of action Identifies and explains any problems which may occur from the given prescription and offers solutions, for example, aniseikonia, anisometropia; Able to demonstrate how to use a lens clock.
- (ii). **Validate:** Correctly on 4 of 6 prescriptions with high plus, high minus, and/or high anisometropia.

(B). Measures and verifies optical appliances taking into account relevant standards where applicable.

- (i). **Indicator:** Measures and verifies that lenses have been produced to a given prescription within tolerances by verifying lensometry, verifying seg height, optical centers, etc. Verifies that all aspects of the frame or mount have been correctly supplied. Verify prism. Measures and verifies that the lenses are correctly positioned in the spectacle frame/mount within tolerances
- (ii). **Validate:** On 4 of 6 pairs of glasses with correct lensometry, optical center distance, seg hghts; of these 6, two should have

prism, at least 2 should be lined bifocals, and at least 2 should be progressives.

- (C). Matches the form, type and positioning of lenses to meet all the patient's needs and requirements and provides appropriate advice.
  - (i). **Indicator:** Provides all the necessary information for a pair of spectacles to be duplicated, to include: Prescription, Lens type and form, Centration and fitting positions, Frame details and Lens surface treatments.
  - (ii). **Validate:** On 4 of 6 "patients" (observe and verify).
- (D). Dispenses a range of lens forms to include complex lenses, multifocals and high corrections, prism, and advise on their application to specific patient's needs.
  - (i). **Indicator:** Demonstrates correct interpretation of prescriptions; Understands the following lens parameters: lens form, design, materials, coatings and tints, prism. Demonstrates understanding of frames covering the following: size, materials, relationship between frames, lenses and face. Demonstrates the appropriate lens and frame selection and justification (bearing in mind patients lifestyle requirements), and is able to take correct PD's with a pupillometer at both distance and near. Demonstrates appropriate frame adjustments, including tint, seg hgt, optical centers, nose pad adjustments, etc.
  - (ii). **Validate:** On 4 of 6 "patients", including pupillometry.
- (E). Manages non-tolerance cases.
  - (i). **Indicator:** Identifies problems, including but not limited to verifying Rx, verifying transitions, optical centers, seg heights, improper frame selections, etc.
  - (ii). **Validate:** On 4 of 6 incorrectly made pairs of glasses.
- (6). Employee training: All Contractor personnel assigned to work in the optical shop will complete annual training required by VHA policy including VA Privacy and Information Security Awareness and Rules of Behavior Privacy and HIPPA training, and other training specified by the COR. The VA Privacy and Information Security Awareness and Rules of Behavior training and Privacy and HIPPA training must be complete prior to coming on station to work and the Contractor is responsible for ensuring annual recertification by each employee. Training can be accomplished on-line at the follow link:  
<https://www.tms.va.gov/learning/user/SelfRegistrationUserSelection.do>.
- (7). Background check:
  - (A). A background security check must be completed before performing any work and applies to all Contract personnel requiring any type of IT access, including fill-in or temporary personnel. Each person is required to have their own access/password and must apply for and receive a Personal Identification Verification (PIV) card before beginning work under this contract. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they are able to read, write, speak and understand the English language. The access/passwords are not to be shared with any other person. The COR at each facility is responsible for ensuring VA computer training that is required to enable contractor employees to perform under this contract, is available. The background security check forms are available in Section D of this document.

(B). All Contractor employees, who require access to VA computer systems and will work more than six (6) months (180 days) under this contract, shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC.) This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA. Contractor personnel who have received a favorable adjudication from a previous investigation may be exempt from undergoing another investigation. Exemptions may be granted when Contractor personnel provide Contracting Officer proof of previous adjudication and SIC verifies favorable adjudication. For those Contractor employees who will work less than six (6) months (180 days) under this contract, a background investigation is not required; however, such employees will be required to initiate a Special Agreement Check (SAC) for fingerprint only prior to providing services under this contract.

- (i). Position Sensitivity - The position sensitivity has been designated as: Low Risk.
- (ii). Background Investigation - The level of background investigation commensurate with the required level of access is: National Agency Check with Inquiries (NACI). Non-citizen contract personnel will be subject to National Agency Check with Law and Credit (NACLC.) NACLC investigations require a credit check in addition to the same forms and processes as a NACI investigation.

(C). Contractor Responsibilities.

- (i). The Contractor shall bear the expense of obtaining background investigations. Presently the VI SIC charges \$279.00 for each Contractor NACI Background Investigation.
- (ii). The Contractor shall submit or have their employees submit the following required forms to the VA COR or CO within five (5) business days of contract award. Forms are available online at [http://www1.va.gov/VABackground Investigations/page.cfm?pg=2](http://www1.va.gov/VABackground%20Investigations/page.cfm?pg=2)  
Standard Form 85, Questionnaire for Non-Sensitive Position  
Standard Form 86A, Continuation Sheet for Questionnaires  
Optional Form 306, Declaration for Federal Employment. This form will be used to determine applicant's acceptability for Federal contract employment.  
FD 258, U.S. Department of Justice Fingerprint Applicant Chart and/or Electronic Fingerprint Verification

(D). Once the required forms are received, the VA CO will pre-screen the forms for completeness, and forward them to VA SIC in order to initiate the required background investigation(s) within fourteen (14) calendar days of appointment. Only after the VA CO notifies the Contractor that the background investigation(s) was initiated shall the Contractor be authorized to provide services under the contract. If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.

(E). The Contractor, when notified of an unfavorable determination by the VA, shall withdraw the employee from consideration as a Contractor personnel working on this contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

(8). The Contractor agrees to provide all services specified in this contract for any person determined eligible regardless of race, color, religion, sex, or national origin of the person for whom such services are ordered. The Contractor further warrants that he/she shall not resort to subcontracting as a means of circumventing this provision. A high degree of



professionalism and understanding shall be demonstrated when contact with beneficiaries is made by the Contractor's personnel. All Contractors' personnel are expected to be discreet and tactful and demonstrate concern, compassion, and patience. Some beneficiaries have physical disabilities or chronic illnesses that influence their behavior and lifestyle. Any verbal or physical abuse, or unprofessional behavior or conduct toward a beneficiary or caregiver shall not be tolerated. The VA reserves the right to request the removal of any Contractor personnel from further performance of services under this contract if his/her behavior and or level of services provided are not in accordance with the requirements of this contract. Further, the VA reserves the right to refuse access of Contractor personnel to a respective VA facility, if personal or professional conduct of such personnel jeopardizes beneficiary care. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, sexual harassment, staff/beneficiary abuse, dereliction or negligence, failure to practice within acceptable medical standards of care, violations of VA patient care policies, or other conduct resulting in formal complaints by beneficiary or staff.

- (9). Relationship with Veterans Canteen Service (VCS). This contract is not linked in any way to any current or proposed VCS retail sales agreements and the information herein is provided for information purposes only and in no way obligates the VA facility to enter into any such agreement. The contractor may elect to sign a separate Retail Sales Contract with the Veterans Canteen Service for those stations where an optical shop is provided by the VA Facility. The commission paid to Veterans Canteen Service will be a percentage of any Retail Sales as negotiated by the VCSCO point of contact, Michelle Forbes (314-845-1230). Any retail agreement made with VA Retail Concession Agreement will cover the beneficiary patient upgrades to the prescriptions provided by VA Eye Clinic Optometrists. No commission will be paid to the Canteen Service for eyeglasses supplied to entitled beneficiaries at government expense. Services provided by the Retail Concession Agreement could include but are not limited to a limited eyeglass selection, measuring, ordering, dispensing and repairing eyeglasses as required. The retail sales concessionaire business is additional sales and revenue for the Contractor. The optician may provide information on retail upgrades to prescriptions that a beneficiary would pay with his or her own funds to the Retail Optical Shop if the beneficiary desires, however, this does not permit any high pressure sales tactics to be used and the Contractor shall obtain a written statement of understanding by the beneficiary that additional charges may apply to upgrades requested to ensure that beneficiary clearly understand that upgrades are not required and are optional.
- (10). Priority care: VA beneficiaries shall receive priority care in the optical shop service. Qualified VA beneficiaries shall be the first to receive treatment.
- (11). Lenses furnished: The Contractor shall furnish the following eyeglass lenses:
  - (A). Single vision lenses shall be all powers including spheres, plano-cylinders and spherocylinders. Clear framed lenses shall be provided for beneficiaries. Oversized blanks shall be provided upon request.
  - (B). Bifocal lenses shall be all powers (in major lens), including spheres, plano-cylinders, and spherocylinders. Add +0.50 to +6.00D. Clear framed lenses shall be provided to beneficiaries. Oversize blanks shall be provided upon request. Lenses shall be available in glass and plastic with flattop, executive and polycarbonate with flattop segments.
  - (C). Trifocal lenses shall be all powers (in major lens), including spheres, plano-cylinders, and spherocylinders. Add +0.50 to +4.00D, 50% intermediate power shall be available. Oversize blanks shall be provided upon request. Lenses shall be available in glass and plastic with flattop, executive and polycarbonate with flattop segments.

- (D). Progressive Lenses - shall be all powers (in major lens), including spheres, plano-cylinders, and sphero-cylinders. Add +0.50 to +4.00D clear framed lenses shall be provided to VA patients. Premium Progressive lenses in Varilux Comfort/Short, Kodak Precise/Short and Varilux Physio/Short will be available upon request and shall be priced accordingly in the schedule of items and price list.
  - (E). Oversize blanks shall be provided upon request. Lenses shall be available in glass, plastic, and polycarbonate. Contractor will provide fitting guides to all their Opticians. The Optician will ensure that the frame selected is appropriate for the type of lenses being provided. The offeror shall identify what progressive lens type will be provided as the standard issue. In the event the VA Eyecare provider requests a specific progressive lens type, other than what is provided as first choice by the contractor, the alternative shall be priced accordingly in the schedule of items and pricelists.
- (12). High Index Lenses. The Contractor shall furnish eyeglass lenses with an index of refraction equal to the range of 1.56 and 1.60. Upon request will be available in 1.67 to include single vision, Bifocal D28 and progressive.
- (A). All lenses shall be available in glass, plastic, polycarbonate or safety glass, plastic or polycarbonate. Lenses shall be fabricated and provided in accordance with the most recent "American National Standards for Ophthalmic Lenses - Recommendation".
  - (B). All ophthalmic lenses shall be in accordance with Food and Drug Administration regulations (21 CFR, Parts 3 and 4) for impact resistance unless otherwise specified in the order.
  - (C). Glass and plastic ophthalmic lenses, single vision, and multi-focal shall be corrected curved lenses.
  - (D). Glass ophthalmic lenses shall be chemically strengthened for impact resistance only.
  - (E). Safety lenses that adhere to the latest ANSI standards shall be available in: glass, plastic, polycarbonate, single vision, bifocal, trifocal and progressive in any power necessary.
  - (F). Ophthalmic lenses shall be made in minus cylinder.
  - (G). Scratch resistant coating shall be available for plastic lenses.
  - (H). Anti-glare coating shall be available for all lenses.
  - (I). Tints of all types to include pgx and transitions as well as progressives shall be available.
  - (J). Contractor will have available in the Optical Shop samples of all lens blanks to assist in patient education.
- (13). Frames:
- (A). **PRE-APPROVAL OF EYEGLASS FRAMES:** Only pre-approved frames can be offered in response to the RFP solicitation. To obtain pre-approval each potential offeror must provide a frame selection chart to the CO identified in the solicitation to arrive no later than the time specified in the solicitation announcement. From the frame chart provided the VA will select up to 100 frames that will be approved to be included in the Offer's approved sample kit.

- (i). The chart shall include, but is not limited to, specifications of all frames, pictures and information about each frame. For each frame proposed, specify the name of manufacturer, frame style name, material classification, sizes, colors, department (men's, women's, etc.) and name of distributor. No discontinued models or special "Medicaid" frames shall be permitted. A minimum of 150 to 200 frame styles (not including color selection) shall be submitted for selection. The submitted frame chart must clearly indicate which frames are mens, womens, unisex, and safety. Deluxe frames should also be clearly identified from the standard frames in all categories.
  - (ii). Frames with spring hinges, various bridge sizes and styles (saddle bridge, keyhole bridge, silicone nose pads), plus different temple lengths must be included. Deluxe Frames refers to eyeglass frames with features that make them more durable than standard frames.
  - (iii). Frames must be manufactured by at least four (4) different companies.
  - (iv). The chart submitted must identify the Offeror only on the outside of the package or envelope used to transmit the chart so that the chart itself is a "blind" chart in that it can contain no identification of the Offeror. Only the CO will know the identity of the Offeror who submitted the chart. The CO will assign a color code to identify the chart and will provide the color coded chart to a selection committee that includes experienced Opticians, Optometrist and Prosthetic Representatives who will evaluate all frame styles. The committee will select up to 100 frames for inclusion in each color's approved sample kit. A final sample kit may include frames for approximately of forty (40) different frame types for men, thirty (30) different frame types for women, twenty-five (25) unisex frames and five (5) safety frames. At least 5 frames for both men and women must be deluxe frames. The selection committee will provide each color's approved sample kit to the CO and the CO shall notify each Offeror of their approved sample kit. The Offeror must base their pricing on their approved sample kit.
  - (v). If the selection committee cannot select sufficient frames to make up an approved sample kit the Offeror will be notified and will be provided an opportunity to provide additional frames for evaluation. If the committee cannot identify sufficient frames to make up an approved sample kit the Offeror may be determined to be non-responsive.
- (B). The Contractor shall furnish eyeglass frames meeting the following requirements. All frames shall be of first quality new material and, shall be delivered completely assembled and include the mounting of lenses. Frames shall be in accordance with the most recent ANSI Z80.5 or latest edition, requirements for dress and safety ophthalmic wear.
- (i). The Contractor shall make available a minimum combination of forty (40) different frame types for men, thirty (30) different frame types for women, twenty-five (25) unisex frames and five (5) safety frames. These frames shall be of durable material in various styles, sizes and colors to accommodate the varying range of facial features and prescription requirements, to include plastic, metal and titanium. The metal and titanium frame selection shall include both spring hinged and adjustable nosepiece styles. The plastic frame selection shall include both spring hinged and non-spring hinged styles. Frames sizes will need to include large frames (54-60). In the event an approved frame is no longer available the contractor shall submit a replacement sample for approval by the facility COR. The replacement frame shall be at no additional cost. Cable temples will be made available when selected by the patient and as listed in the schedule and price list.
  - (ii). Privately owned frames may be submitted to the contractor for new lens orders. Charges for lenses only shall be in accordance with the schedule. Contractor assumes the liability, if they accept the frame, and is responsible for replacing like-in-kind frames, at no cost to the VA or beneficiary, in the event the privately owned frames are lost or broken while in the Contractor's possession. Like-in-kind frames

shall be in accordance with American National Standards Institute Requirements for Dress Ophthalmic Frames ANSI Z80.5 or latest edition.

(14). Cases: One eyeglass case shall be provided at no charge with each pair of eyeglasses furnished. Cases shall be leather like (or leather), cushioned, open end pocket clip-on or button over flap. Cases will be of quality workmanship and fit the eyeglasses being provided.

(15). Repair Kit: Repairs shall be performed by the Contractor's optical shop. The Contractor shall provide minor eyeglass repair service to entitled beneficiaries who require replacement screws or nose pads for current prescription eyeglasses, at no cost to the beneficiary or the VA. The Contractor shall maintain repair kit tools and associated supplies (replacement screws and nose pads) necessary to complete those repairs. When temple replacement is required, the VA will pay for the temples, in accordance with the schedule. All labor will be included in the cost.

(16). Prescriptions/Orders:

(A). The contractor shall only provide glasses under this contract after receipt of a valid prescription (Rx) and purchase order authorization. Orders may be placed electronically, via fax, by mail, or in another manner consistent with accepted business practices, when approved by the VISN COR and authorized by the CO.

(B). The VA will submit eyeglass orders to the contractor on a daily basis. The RX is printed to the Optical Shop and Purchase Orders will be sent via fax, printed to the Optical Shop, or e-mailed to the Contractor personnel. Batching of orders is not authorized by either party. Batching in this case means holding orders to meet a minimum requirement by either party. **Fabrication of eyeglasses shall not begin prior to receiving a Purchase Card authorization from Prosthetics.**

(C). Orders will be placed on an as needed basis and will provide the Rx, quantity, frame, accessories, and all other relative information for the fabrication of eyeglasses. The contractor shall notify the ordering Optical Shop within eight (8) working hours of receipt of an Rx if the Rx is incomplete. Contractors shall not provide any prescribing services.

(17). Quality Assurance:

(A). The Contractor shall provide a toll-free telephone number for ordering and customer inquiries and shall designate a contact person who will function as a VA customer service person to maintain the account and rapidly resolve any identified problems.

(B). The Contractor shall develop a customer service survey form to be completed by the beneficiary. The survey format and questions must be approved by the VISN COR. This shall be part of the Contractor's Quality Assurance Program. The contractor shall provide a customer satisfaction survey to each beneficiary receiving eyeglasses under this contract (by facility), compile responses and provide the Facility COR a monthly recap report. The survey will include the following information: Beneficiary's satisfaction with the quality of product, timeliness of delivery, courtesy and friendliness of staff. A postage paid self-addressed return envelope will be included with each survey. The report will include individual responses, cumulative report for responses for each question and a graph of the % of positive and negatives for each question. % will be based on the total number of responses received for the month.

(18). Reports:

- (A). The Contractor shall submit by the 5<sup>th</sup> business day of the following month, reports to each of the ordering facility CORs with the following information:
  - (i). Number of eyeglasses returned due to lab error.
  - (ii). Breakage/spoilage rate.
  - (iii)). Date of orders.
  - (iv). Shipment dates to VA and beneficiary.
  - (v). VA error rates (errors submitted to the contractor to be processed).
  - (vi). Contractor error rates (errors submitted to VA and beneficiary).
- (B). Activity Reports. The Contractor shall provide activity reports, at a minimum, on a weekly basis sorted by each VA facility to each respective COR. Reports should include:
  - (i). Work in progress.
  - (ii). Work completed.
  - (iii). Shipping list that includes dates shipped to Veteran beneficiary or VA facility.
- (C). Quality Assurance Reports – See Quality Assurance section.

(19). Corrections:

- (A). Contractor errors in filling Rx's will be corrected within 72 hours after notification from the VA or beneficiary, at no cost to the VA or beneficiary, and includes all upgrades and add-ons. This includes incorrect measurements by the Contractor's Optician. If eyeglasses are returned to the contractor for correction of a problem due to contractor error, the corrected eyeglasses shall be adjusted and overnighted via certified carrier to the beneficiary and a shipping document will be provided to the facility COR.
  - (B). Prescribing errors made by the VA and detected by the contractor shall be called to the attention of the prescribing VA facility within 48 hours of identification of the error. Delivery time shall commence on the date a corrected Rx is received by the contractor. In the event replacement glasses are necessary, the VA will be responsible for the cost and delivery of any replacement glasses due to prescription errors.
  - (C). Eyeglasses lost due to contractor errors shall be replaced at the contractor's expense. Eyeglasses lost due to errors by the VA shall be replaced at the VA's expense.
  - (D). The contractor shall closely monitor prescription errors to ensure an accuracy rate of 99% or better is achieved. The accuracy rate shall be determined based on the total number of glasses fabricated within each calendar month effective with the first day of the month. These conditions do not 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.
- (20). Warranty: The contractor shall warrant/guarantee the eyeglasses against defective material and/or workmanship for a minimum of one (1) year from the date of acceptance, this includes errors made by the Contractor's Optician in the measurements. All necessary adjustments (i.e., material defects, distortions, etc.) shall be made by the Contractor at no charge. Manufacturer's warranties of eyeglass components that extend beyond the minimum one year period shall be expressed and also enforced. The Contractor agrees to furnish without additional cost to the VA, all labor and materials necessary to correct defects that were detected during the guarantee period. These conditions do not apply to adjustments incidental to the wearing of eyeglasses, adjustments required due to physical change of the

wearer, or where there is evidence of deliberate misuse or alteration by anyone other than the Contractor.

(21). Delivery:

- (A). All eyewear furnished under this contract shall be delivered within ten (10) calendar days after receipt of the order, unless otherwise specified, regardless if they have upgrades and/or add-ons that are paid for by the beneficiary.
- (B). Delivery of eyeglasses shall be made to the designated address of the beneficiary or the VA ordering facility, as indicated on the order. The Contractor guarantees delivery to the designated location (FOB Destination, freight prepaid and allowed). When eyeglasses are reported as not received at the designated point of delivery, the Contractor will replace them at no cost to the VA unless the Contractor is able to prove to the VA that the eyeglasses were delivered as ordered.
- (C). Prior to shipment, the Contractor will ensure all eyeglasses are placed in an eyeglass case and include instructions on the care and cleaning of the eyeglasses.
- (D). A reminder instruction slip will be included with each pair of eyeglasses regarding need for adjustment and point-of-contact (POC) telephone number for initial troubleshooting.
- (E). The Contractor shall provide routine frame adjustments, at no cost, and repairs upon request. Repairs may be chargeable to the VA when the repair is coordinated with and approved by the facility COR. A purchase order authorization is required for all authorized repairs.
- (F). The Contractor shall have the ability to ship overnight. Overnight delivery service costs shall be invoiced to the ordering VA facility. Regular delivery method shall be the choice of the Contractor and shall be included in the price of all items in the Price Schedule. Proof of delivery may be required from the Contractor by the COR, at no additional cost to the VA.
- (G). The Contractor shall notify beneficiaries within two (2) working days, by phone, of receipt of prescription eyeglasses when delivery to the VA facility is requested. The Contractor shall perform final fitting and adjustments of eyeglasses delivered to the VA facility.
- (H). The Contractor shall handle beneficiary complaints by obtaining all the facts related to the transaction and resolving the issue at the lowest level, unless other VA personnel, such as Chief, PSAS or Chief, Eye Clinic require involvement in order to resolve the patient issue.
- (I). The Contractor shall notify the VA COR via email or fax in the event of delays. Include cause for delay, remedy date and date of expected shipment to designated address as indicated on the PO. Failure by the Contractor to provide a written notification within twenty-four (24) hours as specified above constitutes a performance failure and the COR shall notify the CO, who in turn shall undertake any action authorized pursuant to the contract agreement or otherwise in accordance with applicable statutes and regulations.
- (J). The Contractor shall be responsible for informing the COR of any government deficiencies such as missing information, illegible prescriptions and ambiguous authorization for eyeglasses, inability to reach the VA Prosthetic Representative or COR, payment delays or other issues. The Contractor's failure to notify the COR will not be

considered an excusable delay and subject circumstances should not be alleged to have prevented the Contractor from delivering the items within the time required under this contract.

(22). Removal, Recall, or Modification: The Contractor shall notify the VISN COR within three (3) calendar days of any notification of any removal, recall or modification of any supplies required under this contract. Notification shall include:

(A). Administrative identification data, including the order numbers and order date.

(B). Reason for recall, removal, adjustment or modification.

(C). Instruction for appropriate corrective action.

(23). Invoicing and Payment : The Contractor must have level two data access to enable them to enter Government Purchase Card payment transactions directly to a third party payer. The Contractor will be provided purchasing card information unique to each facility which the Contractor will utilize to directly input charges within ten (10) business days of completion and acceptance of each deliverable. The Prosthetics Office of the ordering facility shall be furnished an itemized invoice corresponding to the transaction within ten (10) business days after completion and acceptance of each deliverable. Each invoice must contain the following information:

(A). Beneficiary's last name.

(B). Last 4 of SSN.

(C). Contract & obligation document number.

(D). Facility ordering agents name.

(E). Ordering VA station name.

(F). Invoice date (should be same as charge date).

(G). Date payment transaction was submitted and total amount.

(H). Date the order is received at the lab.

(I). Date the order is shipped to the beneficiary.

(J). Listing of all contract items shipped, detailing CLIN, quantity and price.

(K). Identification of off contract items or orders shipped, detailing a description, quantity and price.

(24). Training: The VA is committed to the electronic medical record as the format of choice for medical documentation. The VA will provide training associated with access and operation of the VA Vista system to ensure Contractor employees can successfully enter beneficiary data. The Contractor shall ensure all personnel working at each VA facility complete training to include required annual compliance and privacy requirements (Health Insurance Portability and Accountability Act (HIPAA) of 1996, Compliance Business Integrity, VA Privacy and Information Security Awareness and Rules of Behavior, and General Employee Privacy Awareness) training. Training requirements must be completed prior to any Contractor

personnel can access the Government computer system, and annually thereafter. Additionally, the Contractor will provide the facility COR certificates of completion for each of the training requirements before commencing work and annually. The VA reserves the right to request the Contractor complete any additional training requirements that may be necessary during the initial contract period and any following contract periods.

(j). PERFORMANCE MEASURES

| Performance Objective  | Acceptable Quality Level (AQL)                          | Method of Performance Assessment  | Incentive / Disincentive   |
|--|---|---|--|
| 1 - Performance Requirement: Patient Satisfaction  | Performance criteria equals 98% or better               | Patient satisfaction/ complaints, and documentation submitted<br>Numerator is the total number of validated complaints for the month and the denominator is the total number of orders for the month.   | When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in an other than positive CPARS evaluation.</u> |
| 2 - Performance Requirement: Number of remakes and timeliness of remaking and providing to Veteran within 72 hours | Performance criteria equals 98% or better               | Patient satisfaction / complaints, monthly review of invoices for accuracy, accuracy of required documentation submitted.   | When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in an other than positive CPARS evaluation</u>  |
| 3 - Performance Requirement: Accuracy of required documentation submitted  | Performance criteria equals 98% or better               | Review of invoices for accuracy, timeliness of report submission, and accuracy of required documentation submitted.   | When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in an other than positive CPARS evaluation</u>  |
| 4 - Performance Requirement: Timeliness of eyeglass fabrication.   | Performance criteria met in 98% or greater of the cases | Patient complaints. Invoice documentation.  | When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in an other than positive CPARS evaluation</u>  |
| 5 - Performance Requirement: Number of eyeglass fabrication / prescription errors.                                 | Performance criteria equals 98% or better               | Patient satisfaction / complaints, monthly review of invoices for accuracy, accuracy of required documentation submitted and ANSI Standards. Numerator is the total number of identified fabrication/prescription errors and the Denominator is the total number of orders for the month. | When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. <u>2nd offense will result in an other than positive CPARS evaluation</u>  |
| 6 Performance Requirement: Activity, Quality   | Performance criteria equals 80% or better               | COR receipt and review of reports.  | When AQL is not met: 1st offense is written notice to the contractor to correct the deficiency. 2nd offense  |



|  |  |   |   |
|--|--|---|---|
| Assurance & Patient Satisfaction Reports |  | Numerator is the total number of reports received and the Denominator is the total number of reports due for the month. | will result in an other than positive CPARS evaluation. |
|  |  |   |   |

## (k). SPECIAL CONTRACT REQUIREMENTS

- (1). The services to be performed by the Contractor shall be performed in accordance with VA policies and the procedures of the VA facility.
  - (A). As referenced above, the VA reserves the right to refuse access of Contractor personnel to VA facilities, if personal or professional conduct on that personnel jeopardizes patient care. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and facility COR shall address issues raised concerning contract personnel's conduct with the Contractor. The final arbiter on questions of continuing access to a respective VA facility following identified issues of personal or professional conduct on the part of contractor personnel shall be the CO.
  - (B). The facility COR will involve the VISN COR and the CO when there is a complaint involving the Contractor's Optical Shop Staff and VA personnel or patients, which cannot be resolved. The CO is the final authority on validating complaints. In the event that the Contractor personnel is involved and named in a validated patient complaint, the VA reserves the right to refuse further access to the respective VA facility by the Contractor personnel at issue.
  - (C). The Contractor shall, in writing, keep the CO informed of any unusual circumstances in conjunction with the contract.
- (2). The COR will be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority.
- (3). Transition Period. At the end of the contract period a transition period shall be required during which the incumbent Contractor shall continue to provide at the existing contract prices while the incoming Contractor is transitioning over.
- (4). Phase Out. In accordance with FAR 52.237-3 Continuity of Services, the Contractor realizes that the services being provided under this contract are vital and must be continued uninterrupted. The outgoing Contractor shall not remove any equipment from the VA facility until incumbent contractor replacement equipment is ready to be installed. The outgoing Contractor shall coordinate transition of equipment / services with the incoming Contractor as soon as possible, but not to exceed ninety (90) days from date of contract expiration. If additional transition time is required beyond contract expiration, the contractor shall be paid on a pro-rated basis at the prices established for the last period of performance. Prorated monthly rates are based on a 30-day month.
- (5). CPARS. Required registration with Contractor Performance Assessment Reporting System (CPARS).
  - (A). As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed

\$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past

- (B). Performance Information Retrieval System (PIRS) database, which is available to all Federal agencies. PIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- (C). Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil). Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.
- (D). For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
- (E). Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.
- (6). Evidence of Insurance coverage. Before commencing work under the contract, the Contractor shall furnish the CO with a certification from his/her insurance companies indicating the coverage's for this contract have been obtained and that it may not be changed or canceled without written notice within thirty (30) days to the CO.
- (7). Non-personal services: The parties agree that the Contractor, all Contractor staff, agents and subcontractors shall not be considered VA employees for any purpose.
  - (A). Government Inherent Functions: The Contractor and Contractor staff shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
  - (B). No Employee status: The Contractor shall be responsible for protecting the Contractor's staff furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

- (i). Workers' compensation
- (ii). Health examinations
- (iii). Income tax withholding, and
- (iv). Social security payments.

(C). TORT: The Federal Tort Claims Act does not cover Contractors or Contractor's staff. When a Contractor or a member of their staff has been identified as a provider in a tort claim, The Contractor is responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or Contractor's staff) action or non-action is the responsibility of The Contractor and/or insurance carrier.

(I). KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS

- (1). The Contractor shall assign to this contract the key personnel, to include Opticians, Contractors VA Customer Service Representative, point of contact for contract operations, and management personnel who will be involved with the contract, including personnel making site visits, as required in the contract:
- (2). During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the CO, in writing, within 5 calendar days after the occurrence of any of these events and provide the information required by paragraph (3) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (3) to the CO at least 15 days prior to making any permanent substitutions.
- (3). The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 5 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

(m). SOLICITATION ATTACHMENTS

The following items will apply to this solicitation and the resulting contract/s:

- (1). Attachment (1) – Wage Determinations Incorporated by Reference. Most current Wage Determinations as published by the Dept. of Labor. Furnished to provide the Contractor information on the minimum wages that must be paid to Contractor personnel in accordance with the Service Contract Act of 1965.
- (2). Attachment (2) – Past Performance Questionnaire. Furnished to provide a standardized document for providing to references. The Contractor will provide a copy of the document to each reference and that reference will complete the form and return it directly to the CO.
- (3). Attachment (3) – Contractor Rules of Behavior (VA Handbook 6500.6 Appx D). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide the Contractor advanced notice of the form's requirements.
- (4). Attachment (4) - Business Associate Agreements (BAA). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide the Contractor advanced notice of the form's requirements.

- (5). Attachment (5) – Contractor Confidentiality Agreement (VA Form 0752). Copy of the form that the Contractor must sign at the time of contract award. Furnished to provide the Contractor advanced notice of the form's requirements.
- (6). Attachment (6) – VSC Security Request Packet. Copy of the forms that the Contractor personnel must use to obtain a NACI background investigation. Furnished to provide the Contractor advanced notice of the form's requirements.
- (7). Attachment (7) – Declaration for Federal Employment – Optional Form 306. Copy of the form that the Contractor personnel must use if additional background information is required for the NACI background investigation. Furnished to provide the Contractor advanced notice of the form's requirements.
- (8). Attachment (8) – Price Schedule Spreadsheet. Excel spreadsheet containing all of the Contract Line Item Numbers (CLINs) that the Contractor must offer a price on. Furnished to provide the Contractor an easier way to submit the Price Proposal.
- (9). Attachment (9) - Sample Quality Assurance Surveillance Plan (QASP). To be utilized by the Contractor and the government to negotiate a QASP that is mutually agreeable to both parties.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

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

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.-

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

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

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

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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



for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

#### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

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

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

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

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

| <b><u>FAR<br/>Number</u></b> | <b><u>Title</u></b>  | <b><u>Date</u></b> |
|------------------------------|--|--------------------|
| 52.203-17                    | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014           |
| 52.204-9                     | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | JAN 2011           |
| 52.222-55                    | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658  | DEC 2014           |
| 52.232-40                    | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS                                      | DEC 2013           |
| 52.237-3                     | CONTINUITY OF SERVICES   | JAN 1991           |

(End of Clause)

### **C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)**

(a) The contractor shall not require employees or contractors seeking to report fraud, waste or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

#### **C.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$15.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$2,500.00;

(2) Any order for a combination of items in excess of \$10,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## **C.6 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months from the end of the effective period stated.

(End of Clause)

## **C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

#### **C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of Clause)

#### **C.9 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

#### **C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the

insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

(End of Clause)

#### **C.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond June 14, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond June 14, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **C.12 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: Office space, computer equipment, telephone.

(End of Clause)

### **C.13 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

### **C.14 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

### **C.15 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(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).



(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.16 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.17 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Illinois, Indiana, Kansas, and Missouri. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **C.18 VA INFORMATION AND INFORMATION SYSTEM SECURITY/ PRIVACY**

(from VA Handbook 6500.6, Appendix C, March 12, 2010)

### **1. GENERAL**

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

### **2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

- (a). A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- (b). All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- (c). Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- (d). Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA,

specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

(e). The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

(a). Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

(b). VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

(c). Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

(d). The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

(e). The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

(f). If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold

payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

(g). If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

(h). The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

(i). The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

(j). Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

(k). Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

(l). For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

**4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT – NOT APPLICABLE TO THIS ACQUISITION**

**5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE - NOT APPLICABLE TO THIS ACQUISITION**

**6. SECURITY INCIDENT INVESTIGATION**

(a). The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

(b). To the extent known by the contractor/subcontractor, the contractor/subcontractor's

notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

(c). With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

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

## **7. LIQUIDATED DAMAGES FOR DATA BREACH**

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

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

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

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

(2). Description of the event, including:

(A). date of occurrence;

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

(3). Number of individuals affected or potentially affected;

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

- (5). Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
  - (6). Amount of time the data has been out of VA control;
  - (7). The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
  - (8). Known misuses of data containing sensitive personal information, if any;
  - (9). Assessment of the potential harm to the affected individuals;
  - (10). Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
  - (11). Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- (d). Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of **\$37.50** per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- (1). Notification;
  - (2). One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
  - (3). Data breach analysis;
  - (4). Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
  - (5). One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
  - (6). Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **8. SECURITY CONTROLS COMPLIANCE TESTING**

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

## **9. TRAINING**



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

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

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

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

(4). Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access

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

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

(End of Addendum to 52.212-4)

## **C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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:

[X] (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).

[X] (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) [Reserved]

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

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) 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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 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)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 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.)
- ☐ (35)(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.)

☐ (36)(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.

☐ (37)(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.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(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.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

☐ (42)(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.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (44) 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).

☐ (45) 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).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

| <u>Employee Class</u>                              | <u>Monetary Wage-Fringe Benefits</u> |
|--|--------------------------------------|
| <b>GS-0640-06 Health Technician<br/>(Optician)</b> | <b>\$17.06/\$6.18</b>                |

☒ (4) 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).

☐ (5) 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).

☐ (6) 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).

☐ (7) 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).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 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 (OCT 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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 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.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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).

(xiii) 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).

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 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).

(xvii) 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.

(xviii) 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.20 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

(End of Clause)

(End of Section C)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS (ATTACHED AS SEPARATE DOCUMENTS)

| TITLE   | DATE     | PAGE COUNT |
|---|----------|------------|
| <b>Attachment (1) - Wage Determination Incorporated by Reference</b> (in Adobe .pdf format)                 | N/A      | 2          |
| <b>Attachment (2) – Past Performance Questionnaire</b> (in Adobe.pdf format)                                | N/A      | 4          |
| <b>Attachment (3) – Contractor Rules of Behavior</b> (VA Handbook 6500.6 Appendix D) (in Adobe .pdf format) | N/A      | 5          |
| <b>Attachment (4) – Business Associate Agreement</b> (in Adobe .pdf format)                                 | N/A      | 8          |
| <b>Attachment (5) – Contractor Confidentiality Agreement</b> (VA Form 0752) (in Adobe .pdf format)          | SEP 2005 | 5          |

|   |              |    |
|---|--------------|----|
| <b>Attachment (6) – VSC Security Request Package</b> , consisting of the following documents:<br><br>Contract Security Services Request Form #1A<br><br>Contractor/Employee Fingerprint Request Instructional Form 2A<br><br>Contractor/Employee Fingerprint Request Form #2<br><br>PIV Sponsorship Instructional Form 3A<br><br>VHA Service Center PIV Sponsorship Form #3<br><br>Security Verification Continuation Instructional Form 1B<br><br>Contract Security Verification Request Supplemental Form #1B | April 2012   | 1  |
|   | N/A          | 1  |
|   | April 2012   | 1  |
|   | N/A          | 1  |
|   | April 2012   | 1  |
|   | N/A          | 1  |
|   | April 2012   | 1  |
|   | N/A          | 1  |
| <b>Attachment (7) – Declaration for Federal Employment</b> – Optional Form 306 (in Adobe .pdf format)   | October 2011 | 3  |
| <b>Attachment (8) – Price Schedule Spreadsheet</b> (in Microsoft Excel format)  | N/A          | 8  |
| <b>Attachment (9) – Quality Assurance Surveillance Plan (QASP)</b> (in Adobe .pdf format)   | N/A          | 10 |

(End of Section D)



## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Addendum to FAR Provision 52.212-1 Instructions to offerors - - Commercial Items (APR 2014)

***\*INSTRUCTIONS FOR PROPOSAL SUBMISSION\****

(a). **ADDITIONAL INFORMATION.** In addition to the information requested in Paragraph (b) of 52.212-1 entitled “Submission of Offers”, offerors shall include the following with their offers in order to be considered for award:

(1) This solicitation is a two-step process.

(A) First step: Obtain Pre-approval of eyeglass frames in accordance with Statement of Work (SOW) section B.3. (h) (13) (A) and FAR provision 52.212-1. It is **mandatory** that eyeglass frames offered in response to this solicitation be pre-approved prior to submission of a proposal. The offeror must provide a frame chart and from that chart the VA will select up to 100 frames that will be approved to be included in the Offer’s approved sample kit. If the VA’s frame selection committee cannot identify sufficient frames to make up an approved sample kit the offeror may be determined to be non-responsive.

- i. First step closing date and time: **August 21, 2015 at 3:30 pm CDT.**
- ii. Government notification date and time: If the offeror is determined to be responsive to the frame selection requirements, the VA shall notify each offeror of the composition of their approved frame sample kit no-later-than **September 1, 2015 3:30 pm CDT.**

(B) Second step: Submission of proposal consisting of two parts: (1) Technical Proposal (includes Technical and Past Performance) and (2) Price Proposal, in accordance with FAR provision 52.212-1. The offeror must base their pricing on their approved sample kit. Proposals received from offerors without a pre-approved frame sample kit will not be considered for award.

Second step closing date and time: **September 10, 2015 at 4:00 pm CDT**

(2) Hard copy. A hard copy of proposals may be provided to the following address to arrive no later than the time and date specified in section 8 of the SF1449:

Dept. of Veteran’s Affairs  
Attn: Larry A Buell, CPPO – Contract Specialist  
Network Contracting Office (NCO) 15  
3450 S 4th St Trafficway  
Leavenworth KS 66048

(3) Optional submission procedure. Offerors may submit an electronic version of the technical and past performance (technical) and price/cost (Price) proposals via email to [larry.buell@va.gov](mailto:larry.buell@va.gov). The email must have the solicitation number identified in the subject line. Files must be readable using Microsoft Office 2007, Word, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., R-0262/ABC Company/1 of 4. Note: Zip files are not acceptable. It is incumbent upon the offeror to ensure that their proposal is received by the due date and time when submitting electronically.

(4) Proposal format. Proposals must be submitted in two parts: (1) Technical Proposal (includes Technical and Past Performance) and (2) Price Proposal. Three (3) signed copies of the

technical proposal and one (1) copy of the price proposal shall be submitted to the address specified in section (a) (3) above. If the optional submission procedures (email) for transmission of the proposal are utilized in accordance with section (a) (3) above, only one (1) copy of both the technical and price proposal will be required. The Technical Proposal shall contain no discussion of price. The Price proposal shall consist of the completed entire solicitation document (signed SF 1449 and completed price schedule). PLEASE DO NOT SPIRAL BIND PROPOSALS.

(5) Telegraphic offers. Telegraphic offers (submitted by telegram or mailgram) will not be accepted.

(6) Facsimile offers. Facsimile offers will not be accepted.

(b). **TECHNICAL QUESTIONS:** offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. Questions may be sent via e-mail to [larry.buell@va.gov](mailto:larry.buell@va.gov). Subject shall be identified as Sol. VA255-15-R-0399. Verbal questions will not be addressed. All responses to questions, which may affect offers, will be incorporated via addenda to the solicitation. Questions must be received no later than five (5) days prior to the Offeror Due Date indicated in Block 8 of the SF 1449.

(c). **TAILORING OF PARAGRAPH (c), Period for Acceptance of Offers:** The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

(d). **DOCUMENTATION TO BE PROVIDED WITH OFFER.** It is requested that the following documents be provided with the offeror's response:

- (1) Standard Form SF1449 - Complete Blocks 12, 17a, 30b, 30c, and sign Block 30a. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP.
- (2) Section B.1. Contract Administration Data. Fill in Section B.1 (a) (1), Section (k) (1), (2) and (3) and also provide acknowledgement of any solicitation amendments.
- (3) Representations and Certifications. If the offeror does NOT have a current Representations and Certifications on-line at <https://www.sam.gov> a completed copy of FAR 52.212-3 (Offeror Representations and Certifications – Commercial Items (NOV 2013), found in Section E.15 of the solicitation, must be returned with the Technical proposal.
- (4) SDVOSB requirements. Please explain your conformance with the requirements for ownership (51%) and performance (50%) required by VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009) (copy of clause provided in Section C of this solicitation).
- (5) Manufacture of eyeglasses. On SDVOSB set-asides an offeror must either manufacture the item in accordance with the limitations on subcontracting (see FAR section 52.219-14, 52.219-27 and 13 C.F.R. section 125.6)) (perform at least 50% of the cost of manufacturing the supplies (not including the cost of materials)) or supply the product of a small business made in the United States. The non-manufacturer rule (NMR) is an exception to the performance requirements. A concern may qualify as a non-manufacturer if it: Does not exceed 500 employees; Is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied; and Will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement per 13 CFR § 121.406(b). For this acquisition the CO is not aware of either an existing individual or class waiver of the non-manufacturer rule. Please explain your conformance with the manufacturing requirements.

(6) Buy American Certificate. Please complete the certificate provided as Provision 52.225-2 and include it with your proposal package.

(7) Price.

(A) Please complete and return the Price Schedule provided as Attachment (8), located in Section D of the solicitation. Complete the Contract Line Item Number (CLIN) for the Base Contract Period and for each of the four (4) Option Years. Provide a copy of the completed section with the Price proposal.

(B) Remember that all CLINs MUST either be priced or be offered at No Charge. Do not leave any CLIN prices blank.

(C) Pricing shall be F.O.B. Destination, freight prepaid and allowed, to each facility or veteran, as applicable.

(D) Please identify the offeror in the upper right hand corner of each page on the Price Schedule.

(5) Technical proposal.

(A) The technical proposal will primarily determine the qualifications and capability of the offeror to furnish the services called for in the solicitation. It should be specific and detailed. The proposal should be concise and provide sufficient information to demonstrate the offeror's capacity to satisfactorily perform the tasks outlined. Each response shall address each Factor/ Subfactor in the sequence listed in Section (g) below and clearly identify which element is being addressed. As a minimum, the following areas of particular interest should be addressed in the proposal:

(i). Employee personnel. Provide information on key personnel, as defined in section B.3(1) of the SOW, who are proposed to work on the contract. Please address their experience, licenses, training, and frequency of training. Include a list of all professional and administrative staff that will interact directly with beneficiaries, their job titles, and copies of licenses, diplomas, or training certifications for each. Ensure that a qualified project manager is identified. Personnel qualifications should include proof that all personnel possess the experience and qualification to perform under this contract. This includes licenses and certificates required by Federal, State and Local laws. FAR clause 52.222-17 - Nondisplacement of Qualified Workers (May 2014) will apply to the resulting contract. Specifically address how you intend to comply with the clause's requirements.

(ii). Technical approach. Describe the technical approach to be utilized in providing the services offered to meet the Governments requirement as outlined in the SOW. Include locations of all facilities to be used in supporting this requirement, capabilities of each facility, hours of operation, and staffing information. Provide a detailed written description of your firm's ability to provide coverage of all facilities in a timely manner. Specifically address how positions will be staffed during periods of absence and how the maximum two (2) hour allowable gap in service will be assured

(iii). Quality Assurance Plan. Provide a Quality Control Plan, as outlined in the SOW, which provides procedures to be used to ensure that all contractual requirements are met.

(iv). Management Plan: Provide a written plan, as outlined in the SOW, on how the offeror intends to manage the contract. The plan shall be in sufficient detail to demonstrate an understanding of the SOW.

(v). Warranty information.

(vi). Contract startup plan. Please provide a timetable starting from award of contract to being fully operational and ready for service delivery. Identify any issues requiring

Government participation. Please note that it may take three (3) to four (4) weeks to receive a PIV Card after submission of fingerprint documents.

(B) Please limit the length of the Technical Proposal to forty (40) pages.

- (6) Past performance: Reference information shall be submitted on the form provided as Attachment (2), located in Section D of the solicitation. Please provide references from no more than three (3) sources with contracts of similar scope that are ongoing or have been completed within the last three years from the issuance date of the solicitation. For each reference, fill-in the offeror specific information on the “Past Performance Questionnaire”, and then send it to the reference for completion. References are instructed to provide completed questionnaires directly to the Contracting Officer to arrive no later than the solicitation closing date. Offers received after that date will not be accepted. Offerors can contact the Contracting Officer by telephone in order to verify receipt of references.

(e). PROPOSAL EVALUATION.

- (1) Evaluation procedure. Proposals will be evaluated for technical merit, past performance and price reasonableness, following the evaluation procedures of this solicitation. The proposal format has been included to assist you in preparing a complete proposal. In order to provide full consideration of your qualifications and ability for contract award, you are encouraged to ensure that the information furnished in support of your proposal is factual, accurate and complete.
- (2) Information provided. You may provide information you believe will enhance your proposal, however, overly elaborate presentations are not desired. Failure to provide the information requested may render the offeror’s proposal as unacceptable. The Government reserves the right to verify any information provided.
- (3) Additional information. The government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror’s proposal. Failure to submit complete information in the manner described above for the Technical Proposal may be considered a “no response” and excludes the proposal from further consideration.
- (4) Proposal format. The Technical Proposal will be submitted in a narrative form, which clearly addresses the Evaluation Factors and Sub Factors for award as outlined in Section (g) below. Each response shall address each Factor/ Subfactor in the sequence listed and clearly identify which element is being addressed. This is not intended to restrict answering in as much detail as the offeror deems necessary to adequately present and address each element in the technical proposal.
- (5) Subcontractors. Offeror must identify any subcontractors proposed to be utilized for the provision of services required under this solicitation, as well as how the utilization of such subcontractor(s) addresses the requirements of each Factor/Subfactor.

(f). TECHNICAL EVALUATION FACTORS FOR AWARD. Proposals will be evaluated and rated based upon the technical factors set forth below. Factors 1 and 2 are considered non-price technical factors. The non-cost technical factors are of equal importance. The technical sub factors (A) (B) and (C) are considered equal in importance. Technical and past performance, when combined, is slightly more important than price. The VA will evaluate the technical proposals, and rate each proposal using adjectival rating. The contractor that provides the best value to the Government, considering both price and non-price factors, will be awarded the contract.



(g). EVALUATION FACTORS.

(1) Technical Factors: Three sub-factors are equal in importance. The Offeror shall demonstrate understanding of the requirements stated in the Statement of Work (SOW), and produce an offer that will meet those stated requirements. The offer will be evaluated based on the ability to perform services in accordance with the SOW.

(A) Sub-Factor 1. (A) – **Experience** - The Government will evaluate the offeror's ability to provide the required services and the likelihood of success based on the offeror's capabilities and experience in meeting requirements similar to those identified in the SOW. The evaluation will focus on the Offeror's identified experience, how the proposal describes that experience so as to demonstrate the depth and breadth necessary to satisfactorily perform the requirements, and how the overall experience proposed by the Offeror mitigates risk and enhances the likelihood of successful performance.

(B) Sub-Factor 1. (B) – **Personnel** – The Government will evaluate how well the offeror's proposed personnel meet requirements of the SOW; Did the offeror provide adequate professional and administrative staff to accomplish the requirements of the SOW; Do the personnel proposed have the experience and training necessary to provide a consistent superior quality of services; Is the offeror proposing to provide training adequate to meet Joint Commission and professional standards of service; Does the Project Manager possess the skills and experience necessary to assure a consistent high level of service.

(C) Sub-Factor 1. (C) – **Technical Approach** – As a minimum the Government will evaluate how well the proposed services meet the Governments requirement as outlined in the SOW; How sufficient the offeror's plan to provide coverage throughout the area of responsibility is and will it assure that optical shops are equipped and manned adequately to meet requirements; How adequate are the offeror's building, equipment and personnel capabilities for assuring consistent quality and responsive production of eyeglasses: How well does the offeror's management plan and quality control plan ensure all contractual requirements will be met and problems are identified and handled quickly and satisfactorily; How well does the offeror demonstrate an understanding and the capability of complying with Joint Commission or equivalent accreditation standards; How well does the contract startup plan meet the requirements of the SOW and assure a smooth and timely transition of contractors. Also considered may be quality and completeness of the offeror's response in addressing the requirements of the SOW.

(2) Past Performance Factor.

(A) The Offeror and its major subcontractor(s) past performance with Government and industry will be evaluated. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality products. Emphasis will be on recent, relevant past performance with particular emphasis given to past performance with the VA. Recent is defined as work performed within the last three years. Relevant is defined as work similar to the work described in the SOW. Past performance information will be utilized to determine the quality of the offerors past performance as it relates to the probability of success of the required effort. Since the Government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided.

(B) Additional past performance information obtained from the National Health Institute (NIH), Contractor Performance System (CPS), Past Performance Retrieval system

(PIIRS), and any other sources deemed appropriate, may also be consider in the evaluation of past performance. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing past performance information rests with the offerors.

- (3) Price Factor. Price will not be assigned an adjectival rating or be scored. Price analysis will be used to determine that the prices are fair and reasonable in accordance with FAR Part 15.404-1(b) and (g).

(h) AWARD.

- (1) Best value. Award will be made to the responsible, responsive offeror whose offer, conforming to this solicitation, is determined to be the best value to the Government (price and non-price factors considered).
- (2) Basis of award. As a basis for award, trade-offs between price and non-price factors are permitted. THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE. However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the proposals evaluated in the non-price factors. The greater the equality of proposals within the non-price factors, the more important price becomes in selecting the best value to the Government.
- (3) Discussions. The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(End of Addendum to FAR Provision 52.212-1)

## **E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

**FAR**

**Title**

**Date**

**Number**

52.225-25

PROHIBITION ON CONTRACTING WITH ENTITIES  
ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS  
RELATING TO IRAN—REPRESENTATION AND  
CERTIFICATIONS

DEC 2012

(End of Provision)

### **E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

### **E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

## **E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## **E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

## **E.7 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) 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."

(b) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

## **E.8 52.225-18 PLACE OF MANUFACTURE (MAR 2015)**

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

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.9 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
4101 S 4th Street Trafficway  
Leavenworth KS

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
4101 S 4th Street Trafficway  
Leavenworth KS 66048

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

(End of Provision)

## **E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

## **E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.  
Washington, DC 20420

## **E.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.13 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

(End of Addendum to 52.212-1)

## **E.14 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(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:

Technical Factor

Subfactor 1(A) Experience

Subfactor 1(B) Personnel

Subfactor 1(C) Technical approach

Past Performance Factor

Price Factor

Rating Factors 1 and 2 are considered non-cost technical factors. The non-cost technical factors are of equal importance. Factor 1, sub factors (A) (B) and (C) are considered equal in importance. Technical and past performance, when combined, is slightly more important than price.

(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)

Addendum to FAR Provision 52.212-2 Evaluation - Commercial Items (JAN 1999)

***\*EVALUATION PROCESS\****

(a). The Government seeks to select an offer from a responsive and responsible offeror that represents the best value to the Government. Evaluation will be based on the three evaluation factors of Technical, Past Performance and Price.

(b). Procedures.

(1). In order to be considered for an award the offeror **MUST** currently be registered on-line in the System For Award Management located at <https://www.sam.gov>

(2) In accordance with VAAR 819.703 (a) (3), in order to be consider for an award the offeror **MUST** at the time of submission of offer be registered on-line in the Vendor Information Pages (VIP) database located at <https://www.vip.vetbiz.gov>

(3). All offerors will be required to prepare and submit their complete quotation submission in accordance with the preparation instructions in Provision 52.212-1 of this solicitation. Responses and other information will be evaluated against the evaluation criteria stated in this provision.

(4). Discussions: The Government intends to evaluate offers and award a contract without discussions with offerors.

(c). Rating Factors: The Government will select a best value offer that conforms to the solicitation, which is most advantageous to the Government, price and other factors considered. Rating Factors 1 and 2 are considered non-cost technical factors. The non-cost technical factors are of equal importance. Factor 1, sub factors (A) (B) and (C) are considered equal in importance. Technical and past performance, when combined, is slightly more important than price. An award may be made to other than the lowest priced offer:

(1). Factor #1 - Technical Capability: As requested in FAR provision 52.212-1, the offeror shall provide supporting documentation showing that they possess adequate resources, staffing, offices/buildings, vehicles, capability, experience, responsibility and integrity to meet the technical capability requirements of the solicitation SOW, terms and conditions and the resulting contract. Each sub-factor will be assigned an adjectival rating of Excellent, Good, Acceptable, Marginal or Unacceptable. Sub Factors (A) (B) and (C) are considered equal in importance.

(A). Sub-factor A - **Experience**

(B). Sub-factor B - **Personnel**

(C). Sub-factor C - **Technical Approach**

(2). Factor #2 - Past Performance:

(A). The Government will evaluate the quality and extent of offeror's experience deemed relevant to the requirements of this RFP.

(B). As requested in FAR provision 52.212-1, the Government will utilize reference information submitted by the offeror.

(C). Additional past performance information may be obtained from the National Health Institute (NIH), Contractor Performance Assessment Reporting System (CPARS), Past Performance Retrieval system (PPIRS), and any other sources deemed appropriate, may also be consider in the rating of past performance. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing past performance information rests with the offeror.

(D). Offeror's with no relevant performance history shall not be evaluated favorably or unfavorably on past performance. Offeror's may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall determine the relevance of similar past performance information.

(E). Responses will be assigned an adjectival rating of Excellent, Good, Marginal, Poor or Neutral.

(3). Factor #3 - Price:

(A). This factor will consider the reasonableness of prices offered. Price analysis will be used to determine that the prices are fair and reasonable in accordance with FAR Part 15.404-1(b) and (g). Price will be subjectively evaluated for reasonableness and possible unbalanced pricing.

(B). Optional years pricing. Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. ***This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price.*** Evaluation of options will not obligate the Government to exercise the option(s). 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). As requested in provision 52.212-1, pricing must be provided utilizing the spreadsheet provided as Attachment (8) to the RFP. It is MANDATORY that offerors offer a product and enter a unit price for each CLIN or sub-CLIN for each year of the contract. Any unit price spreadsheet cell with an entry of \$0.00 will mean that item is being offered free or at no charge.

(End of Addendum to FAR Provision 52.212-2)

## **E.15 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAR 2015)**

The 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 (p) 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.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials; (2) Product or Service Group (PSG) 87, Agricultural Supplies; (3) PSG 88, Live Animals; (4) PSG 89, Subsistence; (5) PSC 9410, Crude Grades of Plant Materials; (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible; (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products; (8) PSC 9610, Ores; (9) PSC 9620, Minerals, Natural and Synthetic; and (10) PSC 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.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

"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 electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed 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 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.

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

(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 to paragraphs (c)(8) and (9): 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:

\_\_\_\_\_

(10) 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)(10)(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.

|       |
|-------|
| _____ |
| _____ |
| _____ |

[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 |
|---------------|-------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[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 |
|---------------|-------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[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

(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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.

(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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

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Immediate owner legal name:

---

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

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Highest-level owner legal name:

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(Do not use a "doing business as" name)

(End of Provision)

(End of Section E)

(End of RFP)