

|  |  |   |  |  |              |                              |
|--|--|---|--|--|--------------|------------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700)  |  | RATING<br>N/A  | PAGE OF<br>1 | PAGES<br>85                  |
| 2. CONTRACT NUMBER   |  | 3. SOLICITATION NUMBER<br>VA119-16-R-0008   |  | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |              | 5. DATE ISSUED<br>01-08-2016 |
| 6. REQUISITION/PURCHASE NUMBER   |  | 7. ISSUED BY<br>U.S. Department of Veterans Affairs<br>Strategic Acquisition Center<br>10300 Spotsylvania Ave<br>Suite 400<br>Fredericksburg VA 22408 |  | 8. ADDRESS OFFER TO (If other than Item 7)<br>henry.wells@va.gov   |              |                              |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". |  |   |  |  |              |                              |

### SOLICITATION

|  |  |                           |   |   |
|--|--|---------------------------|---|---|
| 9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Item 7 until 12:00 pm local time 3-18-2016 (Hour) (Date) |  |                           |   |   |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.  |  |                           |   |   |
| 10. FOR INFORMATION CALL:  |  | A. NAME<br>Henry T. Wells | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE NUMBER EXTENSION<br>202-304-4514 | C. E-MAIL ADDRESS<br>henry.wells@va.gov |

### 11. TABLE OF CONTENTS

See Attached Table of Contents

| (X)                   | SEC. | DESCRIPTION                           | PAGE(S) | (X)  | SEC. | DESCRIPTION  | PAGE(S) |
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### OFFER (Must be fully completed by offeror)

|   |  |   |  |  |  |
|---|--|---|--|--|--|
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.   |  |   |  |  |  |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule. |  |   |  |  |  |
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)   |  | 10 CALENDAR DAYS (%)  |  | 20 CALENDAR DAYS (%)   |  |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):  |  | AMENDMENT NO.   |  | DATE   |  |
| 15A. NAME AND ADDRESS OF OFFEROR  |  | DUNS: DUNS+4: CODE FACILITY   |  | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print) |  |
| 15B. TELEPHONE NUMBER<br>AREA CODE NUMBER EXTENSION   |  | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |  | 17. SIGNATURE  |  |
|   |  |   |  | 18. OFFER DATE   |  |

### AWARD (To be completed by Government)

|  |  |   |  |                                  |  |
|--|--|---|--|----------------------------------|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED  |  | 20. AMOUNT  |  | 21. ACCOUNTING AND APPROPRIATION |  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )             |  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified)  |  | ITEM                             |  |
| 24. ADMINISTERED BY (If other than Item 7)<br>U.S. Department of Veterans Affairs<br>Strategic Acquisition Center<br>10300 Spotsylvania Ave<br>Fredericksburg VA 22408 |  | 25. PAYMENT WILL BE MADE BY<br>U.S. Department of Veterans Affairs<br>Financial Services Center<br>PO BOX 149971<br>Austin TX 78714-8917<br>PHONE: FAX: |  | CODE                             |  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br>Lori A. Smith<br>CO, Division A4  |  | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)  |  | 28. AWARD DATE                   |  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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| ITEM<br>NUMBER | DESCRIPTION OF<br>SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| <b>0001</b>    | <p>Service and Study Dog Wellness Plan/ Sick and Injured Insurance Coverage- Contractor shall provide VA with full comprehensive, quality veterinary health care insurance coverage for all dogs approved by VA for receipt of insurance coverage regardless of age, breed, geographic location or pre-existing condition (See Random Sample in Attachment J-2); representing typical types of pre-existing conditions for Service Dogs already enrolled in VA Service Dog Health Insurance program. . The insurance coverage shall include both a comprehensive wellness plan as well as sick/injured insurance coverage and is further detailed in Section 5 of the Performance Work Statement (PWS) listed in Section C of this solicitation. The Contractor shall require that all veterinarians who are reimbursed for services rendered to Veteran-owned Service Dogs or VA owned Study Dogs under this contract are properly licensed in their respective states. The Contractor shall also provide reports to include dates of service and treatment provided as outlined in Section 6 of the PWS. The Minimum Quantity is 640 (See J-1 Dog Population Matrix); Maximum Quantity is 900 for Base Year.<br/>Contract Period: Base<br/>POP Begin: 05-10-2016<br/>POP End: 05-09-2017</p> | 0.00     |      |            |        |
| <b>0001AA</b>  | <p>BASE YEAR (Group 1)<br/>Veteran Owned Service Dogs-<br/>Wellness Plan Coverage -</p>  | 12.00    | MO   |            |        |

|               |   |       |    |       |       |
|---------------|---|-------|----|-------|-------|
|               | <p>Contractor shall provide pricing for a Maximum Quantity of 750 Dogs for the Base Year. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with pre-existing conditions.</p> <p>Contract Period: Base<br/>POP Begin: 05-10-2016<br/>POP End: 05-09-2017</p>   |       |    |       |       |
| <b>0001AB</b> | <p>BASE YEAR (Group 1)<br/>Veteran Owned Service Dogs-Wellness Plan Coverage - Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.</p> <p>Contract Period: Base<br/>POP Begin: 05-10-2016<br/>POP End: 05-09-2017</p>   | 1.00  | EA | _____ | _____ |
| <b>0001AC</b> | <p>BASE YEAR (Group 1)<br/>Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 750 Dogs for the Base Year. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with preexisting conditions.</p> <p>Contract Period: Base<br/>POP Begin: 05-10-2016<br/>POP End: 05-09-2017</p> | 12.00 | MO | _____ | _____ |
| <b>0001AD</b> | <p>BASE YEAR (Group 1)<br/>Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide unit price. Unit Price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog</p>   | 1.00  | EA | _____ | _____ |

|               |   |       |    |       |       |
|---------------|---|-------|----|-------|-------|
|               | Health Insurance program with (no) pre-existing conditions.<br>Contract Period: Base<br>POP Begin: 05-10-2016<br>POP End: 05-09-2017  |       |    |       |       |
| <b>0001AE</b> | BASE YEAR (Group 2) VA-Owned Study Dog- Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 150 Dogs for the Base Year.<br>Contract Period: Base<br>POP Begin: 05-10-2016<br>POP End: 05-09-2017  | 12.00 | MO | _____ | _____ |
| <b>0001AF</b> | BASE YEAR (Group 2) VA-Owned Study Dog -Sick and Injured Insurance Coverage- Contractor shall provide pricing for a Maximum Quantity of 750 Dogs for the Base Year.<br>Contract Period: Base<br>POP Begin: 05-10-2016<br>POP End: 05-09-2017  | 12.00 | MO | _____ | _____ |
| <b>0001AG</b> | Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage- Monthly/Annual Reports in accordance with Section 6 of the Performance Work Statement (PWS). This line item is not separately priced.<br>Contract Period: Base<br>POP Begin: 05-10-2016<br>POP End: 05-09-2017 | 0.00  |    | _____ | _____ |
| <b>0001AH</b> | Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage - Toll-free Customer Hotline in accordance with Section 6 of the Performance Work Statement. This line item is not separately priced.<br>Contract Period: Base<br>POP Begin: 05-10-2016<br>POP End: 05-09-2017  | 0.00  |    | _____ | _____ |
| <b>0001AJ</b> | Contractor shall propose pricing for the Service Level Agreement (SLA) fee of 3%  | 1.00  | LT | _____ | _____ |

for the total of all  
CLINs/SUBCLINs for the  
Base Year POP. See Clause  
(SAC 16-01 – SAC Service  
Level Agreement Fee and  
Submission of Quarterly Sales  
Reports) located in Section  
I.12, of this solicitation for  
detailed instructions.  
Contract Period: Base  
POP Begin: 05-10-2016  
POP End: 05-09-2017

|             |  |      |  |  |
|-------------|--|------|--|--|
| <b>1001</b> | <p>Service and Study Dog<br/>Wellness Plan/ Sick and<br/>Injured Insurance Coverage-<br/>Contractor shall provide VA<br/>with full comprehensive,<br/>quality veterinary health care<br/>insurance coverage for all<br/>dogs approved by VA for<br/>receipt of insurance coverage<br/>regardless of age, breed,<br/>geographic location or pre-<br/>existing condition (See<br/>Random Sample in<br/>Attachment J-2); representing<br/>typical types of pre-existing<br/>conditions for Service Dogs<br/>already enrolled in VA Service<br/>Dog Health Insurance<br/>program. The insurance<br/>coverage shall include both a<br/>comprehensive wellness plan<br/>as well as sick/injured<br/>insurance coverage and is<br/>further detailed in Section 5 of<br/>the Performance Work<br/>Statement (PWS) listed in<br/>Section C of this solicitation.<br/>The Contractor shall require<br/>that all veterinarians who are<br/>reimbursed for services<br/>rendered to Veteran-owned<br/>Service Dogs or VA owned<br/>Study Dogs under this contract<br/>are properly licensed in their<br/>respective states. The<br/>Contractor shall also provide<br/>reports to include dates of<br/>service and treatment provided<br/>as outlined in Section 6 of the<br/>PWS. The Minimum Quantity<br/>is 640 (See J-1 Dog Population<br/>Matrix); Maximum Quantity is<br/>1100 for Option Year One.<br/>Contract Period: Option 1<br/>POP Begin: 05-10-2017</p> | 0.00 |  |  |
|-------------|--|------|--|--|



|                     |   |       |    |       |       |
|---------------------|---|-------|----|-------|-------|
| POP End: 05-09-2018 |   |       |    |       |       |
| <b>1001AA</b>       | <p>OPTION YEAR ONE (Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage -Contractor shall provide pricing for a Maximum Quantity of 900 Dogs Option Year One. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with pre-existing conditions.</p> <p>Contract Period: Option 1<br/>POP Begin: 05-10-2017<br/>POP End: 05-09-2018</p>                 | 12.00 | MO | _____ | _____ |
| <b>1001AB</b>       | <p>OPTION YEAR ONE (Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage -Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.</p> <p>Contract Period: Option 1<br/>POP Begin: 05-10-2017<br/>POP End: 05-09-2018</p>   | 1.00  | EA | _____ | _____ |
| <b>1001AC</b>       | <p>OPTION YEAR ONE (Group 1) Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 900 Dogs for Option Year One. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with preexisting conditions.</p> <p>Contract Period: Option 1<br/>POP Begin: 05-10-2017<br/>POP End: 05-09-2018</p> | 12.00 | MO | _____ | _____ |
| <b>1001AD</b>       | <p>OPTION YEAR ONE (Group 1) Veteran Owned Service Dogs-Sick and Injured</p>  | 1.00  | EA | _____ | _____ |

|               |  |       |    |  |  |
|---------------|--|-------|----|--|--|
|               | <p>Insurance Coverage - Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.</p> <p>Contract Period: Option 1<br/>POP Begin: 05-10-2017<br/>POP End: 05-09-2018</p> |       |    |  |  |
| <b>1001AE</b> | <p>OPTION YEAR ONE (Group 2) VA-Owned Study Dog-Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 200 Dogs for Option Year One.</p> <p>Contract Period: Option 1<br/>POP Begin: 05-10-2017<br/>POP End: 05-09-2018</p>   | 12.00 | MO |  |  |
| <b>1001AF</b> | <p>OPTION YEAR ONE (Group 2) VA-Owned Study Dog - Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 200 Dogs for Option Year One.</p> <p>Contract Period: Option 1<br/>POP Begin: 05-10-2017<br/>POP End: 05-09-2018</p>  | 12.00 | MO |  |  |
| <b>1001AG</b> | <p>Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage-Monthly/Annual Reports in accordance with Section 6 of the Performance Work Statement (PWS). This line item is not separately priced.</p> <p>Contract Period: Option 1<br/>POP Begin: 05-10-2017<br/>POP End: 05-09-2018</p>  | 0.00  |    |  |  |
| <b>1001AH</b> | <p>Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage - Toll-free Customer Hotline in accordance with Section 6 of the Performance Work Statement. This line item is not separately priced.</p>   | 0.00  |    |  |  |

Contract Period: Option 1  
 POP Begin: 05-10-2017  
 POP End: 05-09-2018

|               |  |         |  |  |
|---------------|--|---------|--|--|
| <b>1001AJ</b> | <p>Contractor shall propose pricing for the Service Level Agreement (SLA) fee of 3% for the total of all CLINs/SUBCLINs for the Option 1 POP. See Clause (SAC 16-01 – SAC Service Level Agreement Fee and Submission of Quarterly Sales Reports) located in Section I.12, of this solicitation for detailed instructions.</p> <p>Contract Period: Option 1<br/>       POP Begin: 05-10-2017<br/>       POP End: 05-09-2018</p>   | 1.00 LT |  |  |
| <b>2001</b>   | <p>Service and Study Dog Wellness Plan/ Sick and Injured Insurance Coverage- Contractor shall provide VA with full comprehensive, quality veterinary health care insurance coverage for all dogs approved by VA for receipt of insurance coverage regardless of age, breed, geographic location or pre-existing condition (See Random Sample in Attachment J-2); representing typical types of pre-existing conditions for Service Dogs already enrolled in VA Service Dog Health Insurance program. The insurance coverage shall include both a comprehensive wellness plan as well as sick/injured insurance coverage and is further detailed in Section 5 of the Performance Work Statement (PWS) listed in Section C of this solicitation. The Contractor shall require that all veterinarians who are reimbursed for services rendered to Veteran-owned Service Dogs or VA owned Study Dogs under this contract are properly licensed in their respective states. The Contractor shall also provide reports to include dates of</p> | 0.00    |  |  |

|  |   |       |    |       |       |
|--|---|-------|----|-------|-------|
| <p>service and treatment provided as outlined in Section 6 of the PWS. The Minimum Quantity is 640 (See J-1 Dog Population Matrix); Maximum Quantity is 1250 for Option Year Two.<br/> Contract Period: Option 2<br/> POP Begin: 05-10-2018<br/> POP End: 05-09-2019</p> |   |       |    |       |       |
| <b>2001AA</b>  | <p>OPTION YEAR TWO (Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 1000 Dogs for Option Year Two. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with pre-existing conditions.<br/> Contract Period: Option 2<br/> POP Begin: 05-10-2018<br/> POP End: 05-09-2019</p> | 12.00 | MO | _____ | _____ |
| <b>2001AB</b>  | <p>OPTION YEAR TWO (Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage - Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.<br/> Contract Period: Option 2<br/> POP Begin: 05-10-2018<br/> POP End: 05-09-2019</p>  | 1.00  | EA | _____ | _____ |
| <b>2001AC</b>  | <p>OPTION YEAR TWO (Group 1) Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 1000 Dogs for Option Year Two. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the</p>  | 12.00 | MO | _____ | _____ |

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|---------------|--|-------|----|--|--|
|               | <p>program with preexisting conditions.<br/> Contract Period: Option 2<br/> POP Begin: 05-10-2018<br/> POP End: 05-09-2019</p>   |       |    |  |  |
| <b>2001AD</b> | <p>OPTION YEAR TWO (Group 1) Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 1000 Dogs for Option Year Two. Pricing shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.<br/> Contract Period: Option 2<br/> POP Begin: 05-10-2018<br/> POP End: 05-09-2019</p> | 1.00  | EA |  |  |
| <b>2001AE</b> | <p>OPTION YEAR TWO (Group 2) VA-Owned Study Dog-Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 250 Dogs for Option Year Two.<br/> Contract Period: Option 2<br/> POP Begin: 05-10-2018<br/> POP End: 05-09-2019</p>   | 12.00 | MO |  |  |
| <b>2001AF</b> | <p>OPTION YEAR TWO (Group 2) VA-Owned Study Dog-Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 250 Dogs for Option Year Two.<br/> Contract Period: Option 2<br/> POP Begin: 05-10-2018<br/> POP End: 05-09-2019</p>   | 12.00 | MO |  |  |
| <b>2001AG</b> | <p>Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage - Toll-free Customer Hotline in accordance with Section 6 of the Performance Work Statement. This line item is not separately priced.<br/> Contract Period: Option 2</p>  | 0.00  |    |  |  |

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|--|---|------|----|--|
| POP Begin: 05-10-2018<br>POP End: 05-09-2019 |   |      |    |  |
| <b>2001AH</b>                                | Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage - Toll-free Customer Hotline in accordance with Section 6 of the Performance Work Statement. This line item is not separately priced.<br>Contract Period: Option 2<br>POP Begin: 05-10-2018<br>POP End: 05-09-2019  | 0.00 |    |  |
| <b>2001AJ</b>                                | Contractor shall propose pricing for the Service Level Agreement (SLA) fee of 3 for the total of all CLINs/SUBCLINs for the Option 2 POP. See Clause (SAC 16-01 – SAC Service Level Agreement Fee and Submission of Quarterly Sales Reports) located in Section I.12, of this solicitation for detailed instructions.<br>Contract Period: Option 2<br>POP Begin: 05-10-2018<br>POP End: 05-09-2019  | 1.00 | LT |  |
| <b>3001</b>                                  | Service and Study Dog Wellness Plan/ Sick and Injured Insurance Coverage- Contractor shall provide VA with full comprehensive, quality veterinary health care insurance coverage for all dogs approved by VA for receipt of insurance coverage regardless of age, breed, geographic location or pre-existing condition (See Random Sample in Attachment J-2); representing typical types of pre-existing conditions for Service Dogs already enrolled in VA Service Dog Health Insurance program. The insurance coverage shall include both a comprehensive wellness plan as well as sick/injured insurance coverage and is further detailed in Section 5 of the Performance Work | 0.00 |    |  |

Statement (PWS) listed in Section C of this solicitation. The Contractor shall require that all veterinarians who are reimbursed for services rendered to Veteran-owned Service Dogs or VA owned Study Dogs under this contract are properly licensed in their respective states. The Contractor shall also provide reports to include dates of service and treatment provided as outlined in Section 6 of the PWS. The Minimum Quantity is 640 (See J-1 Dog Population Matrix); Maximum Quantity is 1400 for Option Year Three. Contract Period: Option 3  
POP Begin: 05-10-2019  
POP End: 05-09-2020

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| <b>3001AA</b> | <p>OPTION YEAR THREE<br/>(Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 1100 Dogs for Option Year Three. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with pre-existing conditions.<br/>Contract Period: Option 3<br/>POP Begin: 05-10-2019<br/>POP End: 05-09-2020</p> | 12.00 | MO | _____ | _____ |
| <b>3001AB</b> | <p>OPTION YEAR THREE<br/>(Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage - Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.<br/>Contract Period: Option 3<br/>POP Begin: 05-10-2019<br/>POP End: 05-09-2020</p>  | 1.00  | EA | _____ | _____ |
| <b>3001AC</b> | OPTION YEAR THREE  | 12.00 | MO | _____ | _____ |

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|---------------|---|-------|----|--|--|
|               | <p>(Group 1) Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 1100 Dogs for Option Year One. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with pre-existing conditions.</p> <p>Contract Period: Option 3<br/>POP Begin: 05-10-2019<br/>POP End: 05-09-2020</p> |       |    |  |  |
| <b>3001AD</b> | <p>OPTION YEAR THREE<br/>(Group 1) Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.</p> <p>Contract Period: Option 3<br/>POP Begin: 05-10-2019<br/>POP End: 05-09-2020</p>                              | 1.00  | EA |  |  |
| <b>3001AE</b> | <p>OPTION YEAR THREE<br/>(Group 2) VA-Owned Study Dog- Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 300 Dogs for Option Year Three.</p> <p>Contract Period: Option 3<br/>POP Begin: 05-10-2019<br/>POP End: 05-09-2020</p>   | 12.00 | MO |  |  |
| <b>3001AF</b> | <p>OPTION YEAR THREE<br/>(Group 2) VA-Owned Study Dog -Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 300 dogs for Option Year Three.</p> <p>Contract Period: Option 3<br/>POP Begin: 05-10-2019<br/>POP End: 05-09-2020</p>  | 12.00 | MO |  |  |



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|---------------|--|------|----|--|
| <b>3001AG</b> | Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage-Monthly/Annual Reports in accordance with Section 6 of the Performance Work Statement (PWS). This line item is not separately priced. Contract Period: Option 3 POP Begin: 05-10-2019 POP End: 05-09-2020  | 0.00 |    |  |
| <b>3001AH</b> | Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage - Toll-free Customer Hotline in accordance with Section 6 of the Performance Work Statement. This line item is not separately priced. Contract Period: Option 3 POP Begin: 05-10-2019 POP End: 05-09-2020  | 0.00 |    |  |
| <b>3001AJ</b> | Contractor shall propose pricing for the Service Level Agreement (SLA) fee of 3% for the total of all CLINs/SUBCLINs for the Option 3 POP. See Clause (SAC 16-01 – SAC Service Level Agreement Fee and Submission of Quarterly Sales Reports) located in Section I.12, of this solicitation for detailed instructions. Contract Period: Option 3 POP Begin: 05-10-2019 POP End: 05-09-2020               | 1.00 | LT |  |
| <b>4001</b>   | Service and Study Dog Wellness Plan/ Sick and Injured Insurance Coverage- Contractor shall provide VA with full comprehensive, quality veterinary health care insurance coverage for all dogs approved by VA for receipt of insurance coverage regardless of age, breed, geographic location or pre-existing condition (See Random Sample in Attachment J-2); representing typical types of pre-existing | 0.00 |    |  |

conditions for Service Dogs already enrolled in VA Service Dog Health Insurance program. The insurance coverage shall include both a comprehensive wellness plan as well as sick/injured insurance coverage and is further detailed in Section 5 of the Performance Work Statement (PWS) listed in Section C of this solicitation. The Contractor shall require that all veterinarians who are reimbursed for services rendered to Veteran-owned Service Dogs or VA owned Study Dogs under this contract are properly licensed in their respective states. The Contractor shall also provide reports to include dates of service and treatment provided as outlined in Section 6 of the PWS. The Minimum Quantity is 640 (See J-1 Dog Population Matrix); Maximum Quantity is 1550 for Option Year Four. Contract Period: Option 4  
POP Begin: 05-10-2020  
POP End: 05-09-2021

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| <b>4001AA</b> | <p>OPTION YEAR FOUR<br/>(Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage -Contractor shall provide pricing for a Maximum Quantity of 1200 Dogs Option Year Four. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with pre-existing conditions.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p> | 12.00 | MO | _____ | _____ |
| <b>4001AB</b> | <p>OPTION YEAR FOUR<br/>(Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage -Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the</p>  | 1.00  | EA | _____ | _____ |

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|---------------|--|-------|----|--|--|
|               | <p>effective date of contract<br/>award to the VA Service Dog<br/>Health Insurance program with<br/>(no) pre-existing conditions.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p>  |       |    |  |  |
| <b>4001AC</b> | <p>OPTION YEAR FOUR<br/>(Group 1) Veteran Owned<br/>Service Dogs-Sick and Injured<br/>Insurance Coverage -<br/>Contractor shall provide<br/>pricing for a Maximum<br/>Quantity of 1200 Dogs for<br/>Option Year Four. Pricing<br/>shall reflect for all Service<br/>Dogs already enrolled in VA<br/>Service Dog Health Insurance<br/>program and New Service<br/>Dogs being added to the<br/>program with pre-existing<br/>conditions.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p> | 12.00 | MO |  |  |
| <b>4001AD</b> | <p>OPTION YEAR FOUR<br/>(Group 1) Veteran Owned<br/>Service Dogs-Sick and Injured<br/>Insurance Coverage -<br/>Contractor shall provide unit<br/>price. Unit price shall reflect<br/>for New Service Dogs being<br/>added after the effective date<br/>of contract award to the VA<br/>Service Dog Health Insurance<br/>program with (no) pre-existing<br/>conditions.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p>   | 1.00  | EA |  |  |
| <b>4001AE</b> | <p>OPTION YEAR FOUR<br/>(Group 2) VA-Owned Study<br/>Dog- Wellness Plan Coverage<br/>- Contractor shall provide<br/>pricing for a Maximum<br/>Quantity of 350 Dogs for<br/>Option Year Four.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p>   | 12.00 | MO |  |  |
| <b>4001AF</b> | OPTION YEAR FOUR   | 12.00 | MO |  |  |

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|               | <p>(Group 2) VA-Owned Study<br/>Dog -Sick and Injured<br/>Insurance Coverage -<br/>Contractor shall provide<br/>pricing for a Maximum<br/>Quantity of 350 Dogs for<br/>Option Year Four.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p>  |      |    |  |  |
| <b>4001AG</b> | <p>Service/Study Dog Wellness<br/>Plan and Sick/Injured<br/>Insurance Coverage-<br/>Monthly/Annual Reports in<br/>accordance with Section 6 of<br/>the Performance Work<br/>Statement (PWS). This line<br/>item is not separately priced.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p>   | 0.00 |    |  |  |
| <b>4001AH</b> | <p>Service/Study Dog Wellness<br/>Plan and Sick/Injured<br/>Insurance Coverage - Toll-free<br/>Customer Hotline in<br/>accordance with Section 6 of<br/>the Performance Work<br/>Statement. This line item is<br/>not separately priced.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p>  | 0.00 |    |  |  |
| <b>4001AJ</b> | <p>Contractor shall propose<br/>pricing for the Service Level<br/>Agreement (SLA) fee of 3%<br/>for the total of all<br/>CLINs/SUBCLINs for the<br/>Option 4 POP. See Clause<br/>(SAC 16-01 – SAC Service<br/>Level Agreement Fee and<br/>Submission of Quarterly Sales<br/>Reports) located in Section<br/>I.12, of this solicitation for<br/>detailed instructions.<br/>Contract Period: Option 4<br/>POP Begin: 05-10-2020<br/>POP End: 05-09-2021</p> | 1.00 | LT |  |  |
| <b>5001</b>   | <p>6 MONTH EXTENSION<br/>IAW FAR 52.217-8, If<br/>Required. Service Dog<br/>Wellness Plan and</p>   | 0.00 |    |  |  |

Sick/Injured Insurance Coverage-Contractor shall provide VA with full comprehensive, quality veterinary health care insurance coverage for all dogs approved by VA for receipt of insurance coverage regardless of age, breed, geographic location or pre-existing condition. (See Random Sample in Attachment J-2); representing typical types of pre-existing conditions for Service Dogs already enrolled in VA Service Dog Health Insurance program. The insurance coverage shall include both a comprehensive wellness plan as well as sick/injured insurance coverage and is further detailed in Section 5 of the Performance Work Statement (PWS) listed in Section C of this solicitation. The Contractor shall require that all veterinarians who are reimbursed for services rendered to Veteran-owned Service Dogs or VA owned Study Dogs under this contract are properly licensed in their respective states. The Contractor shall also provide reports to include dates of service and treatment provided as outlined in Section 6 of the PWS. The Minimum Quantity is 640 (See J-1 Dog Population Matrix); Maximum Quantity is 1650 for Extension.

**5001AA**

6 MONTH EXTENSION PERIOD OF PERFORMANCE: 10 MAY 2020 THROUGH 09 MAY 2021. (Group 1) Veteran Owned Service Dog - Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 1275 Dogs for Extension. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being

6.00 MO

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|               | added to the program with pre-existing conditions.   |      |    |       |       |
| <b>5001AB</b> | 6 MONTH EXTENSION PERIOD OF PERFORMANCE: 10 MAY 2020 THROUGH 09 MAY 2021. (Group 1) Veteran Owned Service Dogs- Wellness Plan Coverage - Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.   | 1.00 | EA | _____ | _____ |
| <b>5001AC</b> | 6 MONTH EXTENSION PERIOD OF PERFORMANCE: 10 MAY 2020 THROUGH 09 MAY 2021. (Group 1) Veteran Owned Service Dogs-Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 1275 Dogs for Extension. Pricing shall reflect for all Service Dogs already enrolled in VA Service Dog Health Insurance program and New Service Dogs being added to the program with preexisting conditions. | 6.00 | MO | _____ | _____ |
| <b>5001AD</b> | 6 MONTH EXTENSION- PERIOD OF PERFORMANCE: 10 MAY 2021 THROUGH 09 NOV 2021. (Group 1) Veteran Owned Service Dog- Sick and Injured Insurance Coverage - Contractor shall provide unit price. Unit price shall reflect for New Service Dogs being added after the effective date of contract award to the VA Service Dog Health Insurance program with (no) pre-existing conditions.  | 1.00 | EA | _____ | _____ |
| <b>5001AE</b> | 6 MONTH EXTENSION- PERIOD OF   | 6.00 | MO | _____ | _____ |

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|               | <p>PERFORMANCE: 10 MAY 2021 THROUGH 09 NOV 2021. (Group 2) VA-Owned Study Dog - Wellness Plan Coverage - Contractor shall provide pricing for a Maximum Quantity of 375 Dogs for Extension.</p>   |      |    |  |                    |
| <b>5001AF</b> | <p>6 MONTH EXTENSION-PERIOD OF PERFORMANCE: 10 MAY 2021 THROUGH 09 NOV 2021. (Group 2) VA-Owned Study Dog - Sick and Injured Insurance Coverage - Contractor shall provide pricing for a Maximum Quantity of 375 Dogs for Extension.</p>  | 6.00 | MO |  |                    |
| <b>5001AG</b> | <p>Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage-Monthly/Annual Reports in accordance with Section 6 of the Performance Work Statement (PWS). This line item is not separately priced.</p>  | 0.00 |    |  |                    |
| <b>5001AH</b> | <p>Service/Study Dog Wellness Plan and Sick/Injured Insurance Coverage - Toll-free Customer Hotline in accordance with Section 6 of the Performance Work Statement. This line item is not separately priced.</p>  | 0.00 |    |  |                    |
| <b>5001AJ</b> | <p>Contractor shall propose pricing for the Service Level Agreement (SLA) fee of 3% for the total of all CLINs/ SUBCLINs for 6 Month POP. See Clause (SAC 16-01 – SAC Service Level Agreement Fee and Submission of Quarterly Sales Reports) located in Section I.12, of this solicitation for detailed instructions.</p> | 1.00 | LT |  |                    |
|               |   |      |    |  | <b>GRAND TOTAL</b> |

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 PERFORMANCE WORK STATEMENT**

#### **1. INTRODUCTION**

1.1 The Department of Veterans Affairs (VA), Veteran Health Administration (VHA), Department of Prosthetics and Sensory Aides (PSAS), Office of Rehabilitation and Prosthetic Service and Office of Research and Development have identified a need for Service and Study Dog Insurance. VA objectives are to provide assistance to Service and/or Study Dogs in optimal serviceable condition, relieve Veterans of the cost and administrative burden of caring for Service and/or Study Dogs, and improve the cost and Government efficiency by providing appropriate veterinary care.

1.2 VA requires veterinary-care benefits for two groups of dogs. For both groups, the VA shall decide which dogs are eligible for coverage. (Group 1) is required by PSAS which consists of veteran-owned dogs, hereinafter referred to as "Service Dogs." These Service Dogs shall be defined as Guide or Service Dogs prescribed for a disabled Veteran pursuant to 38 Code of Federal Regulations (CFR) 17.148. Service Dogs are privately owned by veterans suffering from visual, hearing and/or substantial mobility impairments. Pursuant to 38 CFR 17.148, the contractor shall provide veterinary health insurance coverage, which includes both a comprehensive wellness and health plan as well as sick/injured insurance coverage for all Dogs screened and approved by VA for receipt of Service Dog benefits regardless of age, breed, geographic location or pre-existing medical condition.

1.3 In addition, veterinary care benefits are required for dogs in a Congressionally-mandated study. These dogs are considered to be in (Group 2) and are owned by VA. Group 2 is required by the Office of Research and Development. Dogs in this group are issued to a Veteran as part of the research, and are hereinafter referred to as "Study Dogs." Study Dogs are either Service Dogs or Emotional Support Dogs. This second population consists of dogs which are currently being evaluated for the feasibility of service dogs or emotional support dogs to help Veterans suffering from Posttraumatic Stress Disorder (PTSD). Per §1077(c)(5)(A) of the 2010 National Defense Authorization Act for Fiscal Year 2010, VA must provide Veterinary treatment to maintain the health of the dog and keep it functioning in its prescribed role throughout the time the Veterans are participating in the study. The Veterans will have a dog for at least 18 months during the study. Most of the dogs will be Golder Retrievers, Labrador Retrievers, Golden-Lab crosses, and Germans Shepherds at least 18 months old, but other breeds and crosses are also accepted into the study at VA's discretion, also typically at least 18 months of age.

#### **2. APPLICABLE DOCUMENTS**

In the performance of the tasks associated with this PWS, the Contractor shall comply with:

Federal Register - Service Dogs: 38 CFR17.148, effective October 5, 2012

All applicable Health Insurance Portability and Accountability Act (HIPAA) Regulations



FAR 52.224-1 Privacy Act Notification and FAR 52.224-2, Privacy Act

Congressionally Mandated Study - §1077(c)(5)(A) 2010 National Defense Authorization Act for Fiscal Year 2010

### **3. SCOPE OF WORK**

The purpose of this procurement action is to acquire veterinary health insurance and wellness coverage for all Veteran-owned Service Dogs and VA owned Study Dogs approved by VA to receive veterinary healthcare benefits. The number of Service and Study Dogs eligible to be covered by veterinary health insurance is subject to fluctuation upward or downward as the program grows or as changes occur.

Veterinary health insurance coverage shall be provided for all Service Dogs pursuant to 38 C.F.R 17.148. Veterinary Health insurance coverage will also be provided for Study Dogs owned by VA. All dogs covered under this contract must be approved by VA for receipt of such insurance coverage. The Contractor shall provide VA with full comprehensive, quality veterinary health care insurance coverage for all dogs approved by VA for receipt of insurance coverage regardless of age, breed, geographic location or pre-existing condition. The insurance coverage shall include both a comprehensive wellness plan as well as sick/injured insurance coverage and is further detailed in Section 5 of this PWS. The Contractor shall require that all veterinarians who are reimbursed for services rendered to Veteran-owned Service Dogs or VA owned Study Dogs under this contract are properly licensed in their respective states. The Contractor shall also provide reports to include dates of service and treatment provided as outlined in Section 6 of this PWS.

### **4. PERFORMANCE DETAILS**

4.1 This is a competitive acquisition for a Single Award Indefinite Delivery Indefinite Quantity (IDIQ), however; the Government reserves the right to make multiple awards at the discretion of the Contracting Officer should it be determined to be in the best interest of the Government

#### **4.2 Performance Period**

The period of performance shall consist of a 12 month base period and four (4) twelve (12) month option periods. The ordering period shall consist of a twelve (12) month base period, with four (4) twelve (12)-month option periods, for a total ordering period of 60 months. Each task order issued under this contract will specify its own period of performance.

#### **4.3 Place of Performance**

The contractor shall provide veterinary health insurance for Service and Study Dogs located throughout the continental United States (U.S.) and the following U.S. territories: Puerto Rico and District of Columbia.

### **5. TASKS AND DELIVERABLES**

The Contractor shall provide the following deliverables:

The Contractor shall provide comprehensive, quality veterinary health insurance coverage for the cost of services for all eligible VA approved Service Dogs and Study Dogs regardless of age, breed, sex, geographic location or pre-existing medical condition as outlined in Sections 5.1 and 5.2. The policy shall not require payment of any deductibles or copayments by either VA or the Veteran. The Contractor shall directly reimburse the veterinarian for all services covered within the policy. When emergency veterinary care is required for an approved Service Dog before the veteran has received policy coverage information from the contractor, the contractor shall reimburse the veteran for costs incurred that would normally have

been covered under this contract. The Contractor shall obtain approval from the CO prior to reimbursing the veteran. The COR will obtain approval from the Contracting Officer prior to any approval for reimbursement under such circumstances. Only a warranted Contracting Officer can financially obligate the government.

#### 5.1 Health Coverage – Wellness Portion

The Wellness Plan shall cover all Service Dogs and Study Dogs approved by VA for veterinary health care benefits during the period of performance of the contract. The Veteran will not be billed for premiums, deductibles or copayments associated with Wellness Coverage. The Contractor shall bill VA directly for all contractually agreed to insurance premiums.

5.1.1 Wellness Coverage shall include the following vaccinations (vaccinations recommended by veterinarians will vary per dog per location)

Distemper

Parvovirus

Leptospirosis

Hepatitis

Rabies

Lyme Disease

Bordetella (2 per year)

Wellness Coverage shall include, the following Annual Comprehensive Exams:

Otoscopic Exam

Ophthalmic Exam

Rectal Exam

Dental Exam

Neurologic Exam

Cardiovascular Evaluation

Weight/Nutritional Counseling

Coat & Skin Evaluation

Abdominal Palpation

Urogenital Evaluation

Musculoskeletal Evaluation

Pulmonary/Lung Evaluation

Tonometry/Ocular Pressure

Intestinal Parasite Fecal Exam

Roundworm and Hookworm Dewormings and other parasite treatment as recommended by the licensed veterinarian

Blood Sample Collect/Prep

Blood Cell Count

Differential Exam of Blood Cells

Internal Organ Function Screens (liver, kidney, calcium/phosphorus, cholesterol and diabetes)

Canine Dental Prophylaxis Protocol (utilizes one blood screening and one internal function screen, listed above)

Urine Sample Collect/Prep – Free Catch

Urinalysis – Individual Tests

Urine Specific Gravity

Urine Sediment Exam

Chest X-Rays (3 views)

Electrocardiograms

Ear Swab and Microscopic Exam

Dental Cleaning (sedation/general anesthesia is required for all cleanings)

Heartworm/Lyme/Ehrlichia Test/AnaplasmaRocky Mountain Tick Fever

Free Interstate Health Certificates (when needed)

Semiannual Parasite and flea/tick examinations and medications as required

5.1.2. Wellness Coverage **shall not** include the following miscellaneous items under any circumstances:

Grooming

Nail trimming

Non-sedated teeth cleaning

Non-prescription medications

Non-prescription food

Non-prescription medications; Note: Any product designed to prevent and/or control parasite infestation or infection that is PURCHASED FROM a licensed veterinarian shall be covered by the insurance company. This shall include all flea/tick/heartworm preventative medications

Non-prescription Dietary Supplements

Boarding (other than medically necessary)

Elective surgery (examples include cosmetic and/or tail cropping)

### 5.1.3 Other Wellness Coverage

Any product designed to prevent and/or control parasite infestation or infection that is PURCHASED FROM a licensed veterinarian shall be covered by the insurance company. This shall include all flea/tick/heartworm preventative medications.

Glucosamine medication may be prescribed by a veterinarian if needed based upon clinical judgement, and shall be covered by the insurance company.

The contractor shall develop a process to identify and report to the government non-prescription medications or supplements suggested by veterinarians for optimized animal health but not covered by the scope of this contract. This information will allow the government to decide if costs for such items should be covered at government expense using a mechanism outside the scope of this contract.

Study dogs coverage shall include an internal parasite check (including Giardia spp.) and a dermatologic exam at 5-6 month intervals to help prevent transmission of zoonotic disease.

It is the intention of the government to provide these items as these dogs are regularly visiting medical centers and therefore without coverage run the risk of possible infection or infection at the medical centers.

### 5.2 Health Insurance Coverage - Sick/Injured Portion

Sick/Injured Insurance Coverage shall include the following:

The policy shall provide full coverage for all treatments (and associated prescription medications) and surgeries determined to be medically necessary by a duly licensed veterinarian, including euthanasia and basic cremation services, medical and surgical care following accidents and illnesses, and medical and surgical care as needed for emergencies and hereditary conditions.

The Contractor shall bill VA directly for all contractually agreed to insurance premiums.

The Veteran will not be billed for premiums, deductibles or copayments associated with Sick/Injured coverage.

No burial services, caskets or urns will be considered covered items under this coverage.

### 5.3 Fit for Service Certification/Recertification Requirements

The VA Program Office for Rehabilitation and Prosthetic Service is the sole authority authorized to certify or non-certify each Service Dog as fit/unfit for further duty. At the onset of, and periodically throughout the period of performance, the VA will provide a listing of dogs certified and approved for insurance coverage under this contract. Dogs determined by VA as no longer able to function as a Service Dog will be deemed ineligible for insurance coverage and the Contracting Officer, in accordance with Section 5.4.2, will terminate the veterinary health insurance coverage.

The contractor shall ensure that the government has access to the medical records for each Service Dog for which benefits are paid, to aid in fit-for-service determinations. Medical records shall be made available to the government within 15 business days of request by the government, and can be transmitted electronically when possible.

### 5.4 Adding and Deleting Dogs

In all cases, the Department of Veterans Affairs is considered to be the policy owner and has exclusive authority to add or delete dogs from coverage.

The policy holder for Service Dogs will be the Veterans who own them. The policy holder for Study Dogs will initially be a representative from a vendor that is providing dogs under contract to the VA, then after dog delivery, the policy holder will shift to the Veteran assigned that dog in the research study.

#### 5.4.1 Adding Service or Study Dogs to Contract

5.4.1.1 Prior to a Service Dog's coverage becoming effective, VA will provide the Contractor all pertinent dog and policy holder information to include: Veteran's Name (policy holder) and Address, Service Dog's Name, Age, and Breed. This information will be stored by the vendor as part of the dog's individual insurance record.

5.4.1.2 For Study Dogs owned by VA, the government will provide the same pertinent information listed in 5.4.1.1, but will also include dog's microchip identification number. The Contractor shall provide the policy numbers issued to the CORs/CO within two business days of request for enrollment. This information will be stored by the vendor as part of the dog's individual insurance record.

5.4.1.3 Contractor shall provide at least two different "Add Dates" each month, spaced at approximately biweekly intervals, when coverage can be started for new Service or Study Dogs. Contractor will add any dogs for which the information specified in items 5.4.1.1 and 5.4.1.2 is provided by VA at least one calendar day in advance of an Add Date. All policies shall start 1 second after midnight (12:00:01) on the Add Date.

#### 5.4.1.4 Communication of policy information

a. For Service Dogs, within 15 calendar days, the Contractor shall provide the Veteran with:

A copy of the insurance policy outlining coverage.

A unique policy number listed in the policy.

Toll free telephone hotline information.

An insurance identification card with unique policy number for that Service Dog or Study Dog. The identification card should include Veteran's Name and Address; Dog's Name, Age, Breed.

Policy information shall be provided electronically to the Veteran where the contractor can confirm the Veterans' eligibility and approval to receive such information via electronic means.

An electronic notification should be sent to the COR that indicates the date the welcome package was sent to the veteran and the address it was sent to.

b. For Study Dogs, within 15 calendar days of assignment of a Veteran policy holder, the Contractor shall provide the Veteran with:

A copy of the insurance policy outlining coverage.

A unique policy number listed in the policy.

Toll free telephone hotline information.

An insurance identification card with unique policy number for that Service Dog. The identification Card should include Veteran's name and address; dog's Name, Age, Breed, and Microchip ID number.

Policy information shall be provided electronically to the Veteran where the contractor can confirm the Veterans' eligibility and approval to receive such information via electronic means.

An electronic notification should be sent to the COR that indicates the date the welcome package was sent to the veteran and the address it was sent to.

#### 5.4.2 Deleting Service or Study Dogs from Contract

During the period of performance of the contract, the VA shall provide the Contractor from time to time written notification via written communication from the COR (e.g. via electronic mail) that insurance coverage for a dog shall end. Insurance coverage shall end on an "End Date", which shall be the day before the specified two monthly "Add Dates" (see item 5.4.1.3). Contractor will remove coverage for any dogs effective the end of the End Day when notification is provided by VA at least one calendar day in advance of an End Date. The claims report and invoice shall reflect the appropriate pro-rated price based upon the decrease in quantity and reflect the modified period of coverage.

#### 5.4.3. Changing policy holder information

Contractor shall make any requested change of policy holder for Service or Study Dogs effective within two business of the notification by the VA,

#### 5.4.4 Payment of covered charges after policy termination

Contractor shall cover charges received for dates of service when policy was in effect, even if such charges are submitted up after termination of policy.

### 5.5. Transition Plan

#### 5.5.1 Transition-In

The contractor shall submit a detailed transition-in plan to include start-up activities, to include:

- Detailed transition methodology in logical sequence to ensure a smooth transition of all tasks/subtasks of the contract without interruption or degradation of Service and Study Dog health insurance coverage.

- Timeline for completion

- Identification of risks and issues and risk mitigation strategies; and

- Attendance of a post award conference

#### 5.5.2. Transition-Out

The contractor shall provide a transition-out plan no later than sixty (60) days prior to expiration of this contract. The contractor shall maintain complete documentation that is totally assessable to the designated Government representatives via a web portal or some other portal as the Government directs. The contractor shall overlap with incoming contractor during transition for a nominal period of 30 days and will work with Government personnel and the incoming contractor to transfer knowledge, information and documentation for all projects and tasks related to this contract. The type of information and documentation to be transferred includes but is not limited to all files pertaining to projects, reports and analysis generated during the period of performance.

## **6. DELIVERABLES/REPORTING REQUIREMENTS**

The Contractor shall maintain data of all Service Dogs and Study Dogs covered by the insurance to include dates of coverage, dates of veterinary service, service provider, standardized identification of treatment provided, and cost of treatment. Additionally, the contractor shall maintain data on treatments procedures, and services not covered and the reason for denial of claim.

### **6.1 Monthly Reports:**

The Contractor shall electronically submit monthly reports to both the Contracting Officer Representative (COR) and Contracting Officer (CO). Monthly reports should differentiate between claims paid for different types of visits by claim type (example report available upon request) , and will incorporate a unique policy numbering system to aid in clear differentiation between benefits paid for the Service Dog and Study Dog populations. The monthly report shall include:

A listing of all Service Dogs/Study Dogs deleted from insurance coverage including Veteran's name, Service Dog's/Study Dog's name, and policy number. For Study dogs the microchip number shall also be listed.)

For all dogs covered during the billing period, the monthly report shall identify the specific procedure, medication or service paid on each claim, and the cost of each individually.

For benefits or services not paid and not provided, the reason for denial of service shall be included in addition to the dog identification information required above.

The Monthly Report should uniquely identify the type of claim paid or denied (e.g. wellness claim vs. sick and injured claim vs. denied claim). The Monthly Report shall also identify briefly the claimed condition being treated/covered by the policy (i.e. Broken Foot, Joint Problems, Pancreatitis, Renal failure, Annual Exam, Skin Irritation, Ear Infection etc..). Report should be searchable by policy number, Veteran last name, claim type, or cost of claim.

The Monthly Report will provide a "running tally" for the following data points as of the date of the report: number of claims paid to date, dollar value of claims paid to date, break out of all costs paid to date based on classification or category of cost.

Monthly report shall be provided no later than ten (10) business days after the end of each month.

### **6.2 Annual Reports:**

No later than thirty (30) days after the end of the twelve (12) month period, the Contractor shall electronically provide to the COR and CO a close-out report which shall provide a summary of the following data:

Total number of participating Service Dogs/Study Dogs

Vaccinations: Number of Service Dogs/Study Dogs vaccinated and total costs incurred

Comprehensive Exam (annual service): Total number of Service Dogs/Study Dogs examined and total costs incurred

Teeth cleaning (sedation included in this service): Total number of Service Dogs/Study Dogs seen and total costs incurred.

Sick/Injured Services: Total number of cases and total costs incurred

The claimed condition being treated/covered by the policy (i.e. i.e. Broken Foot, Joint Problems, Pancreatitis, Renal failure, Annual Exam, Skin Irritation, Ear Infection etc..).

Miscellaneous services/chargeable itemized breakdown with total costs incurred

Total number of Service Dogs/Study Dogs removed from contract

Total number of Service Dogs/Study Dogs added to contract

### 6.3 Additional Stipulations:

#### 6.3.1 Emergency Customer Hotline

Contractor shall provide a toll-free twenty-four (24) hour emergency customer hotline providing courteous service for Veterans' use. The purpose of the hotline is to answer questions and provide information about policy coverage and reimbursement procedures for Veterans and veterinary clinics at all times.

#### 6.3.2 Dedicated account manager, point of contact

Contractor shall provide a designated account manager or single point of contact for the VA to contact with regard to any issues within the scope of this contract. Contractor must respond to VA inquiries by phone or email within twenty-four (24) hours.

#### 6.3.3 Monthly Billing Calculations

The monthly billing cycle shall start on the first Add Day of that month and end on the second End Date of that month. Contractor shall invoice for monthly or half monthly insurance coverage for each dog covered in a given billing month. The half-monthly coverage shall be one-half the amount of the cost for a full month of coverage, per the CLIN schedule.

If the contract period of performance ends on a date other than an End Day, contractor shall invoice for the number of days of coverage for that billing period based upon the monthly cost (per applicable CLIN schedule) divided by 30.

If a Base Year or Option year ends on a date other than an End Day, the pricing in place at the beginning of the billing cycle will be used throughout the billing month.

## 7. GOVERNMENT AUTHORITIES/ROLES AND RESPONSIBILITIES

### 7.1 CONTRACTING OFFICER (CO)

The CO has the overall responsibility for the administration of this Contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and/or requirements.

If the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made to cover any increases in charges that may result.

The CO may delegate certain specific responsibilities to its authorized representative – the COR via written letter of delegation.



## 7.2. CONTRACT SPECIALIST:

The CS performs the routine, day to day oversight of the contract and reports directly to the CO.

## 7.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR will represent the CO in the administration of technical details within the scope of the Contract. The COR is also responsible for the final inspection and acceptance of Contract deliverables, review and payment of submitted invoices and such other responsibilities as may be specified in the Contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COR does not have authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify Contract obligations or the specification, changes will be issued in writing and signed by the CO.

## 7.4 Government Furnished Information:

Prior to activation of each Service Dog's/Study Dog's coverage, the COR shall provide the Contractor with the following data:

Name of Responsible VA Activity

Veteran's Name and Address

Service Dog's Name, Age, Breed

Microchip Number (Study Dogs only)

## 8. DATA

### 8.1 Confidentiality of Data and Privacy Act.

Any information systems involved with this contract are classified as systems of records subject to the Privacy Act of 1974 (Public Law 93-579) and all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations.

The contractor may, during performance, observe or handle information subject to the Privacy Act or other Federal regulations. Duplication or disclosure of data and other information to which the contractor may have access because of this contract is prohibited by law. It is understood that throughout the performance of the contract, the contractor may have access to confidential data that is either the sole property of VA or is the sole property of other than the contracting parties. The contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance, whether title thereto vests in VA or otherwise. The contractor hereby agrees not to disclose said data, any interpretation thereof, or data derivative thereto unauthorized parties in contravention of the provisions, without the written approval of the CO, or the party in which the title is wholly vested. Also, FAR 52.224-1 Privacy Act Notification and FAR 52.224-2, Privacy Act, as stated in Section I, Contract Clauses, apply to this contract. All contract personnel performing on this contract will be required to sign a Certificate of Confidentiality and Non-Disclosure prior to commencing work. The Certificate will be provided and maintained by the COR.

## 9.0 SECURITY

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

## 9.2. 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. 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.

## 9.3. 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. 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.

c. 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.

## 9.4. 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.

#### 9.5. 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.

#### 9.6. TRAINING (If Applicable)

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 D (VA HANDBOOK 6500.6) relating to access to VA information and information systems;

[http://www.ois.oit.va.gov/docs/VA\\_Handbook\\_6500\\_6\\_Contract\\_Security\\_030210\\_Final.pdf](http://www.ois.oit.va.gov/docs/VA_Handbook_6500_6_Contract_Security_030210_Final.pdf)

(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 *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

b. The contractor shall provide to the contracting officer and/or the COTR 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.

## C.2. PERFORMANCE REQUIREMENT SUMMARY

**OBJECTIVE:** Provide veterinary health insurance coverage for all eligible Service Dogs approved by VA.

| Task  | PWS Reference       | Performance Standard  | Acceptable Quality Level (AQL) | Method of Surveillance   |
|---|---------------------|---|--------------------------------|--|
| Provide comprehensive, quality veterinary health care insurance coverage  | PWS Paragraph 5     | Resolve all valid service requests  | 100%                           | Customer feedback to Government personnel, and review of monthly report deliverables |
| Assure that VA is satisfied with quality of service (timeliness, courtesy, adherence to contracted benefits coverage) | PWS in its entirety | Receive no more than <u>1</u> valid complaint during a month period.  | 95%                            | Customer feedback to Government personnel  |
| Response to VA phone calls or emails within 24 hours  | PWS Paragraph 6     | Receive no more than <u>1</u> valid complaint during a month period.  | 95%                            | Feedback from COR  |
| Deliver and provide timely reporting  | PWS Paragraph 6     | No more than <u>5%</u> of required notifications/incident reporting may go unreported or be submitted later than the specified time period. | 95%                            | Monthly/Annual Reports   |

**Applicable Regulatory Requirements**

**UNITED STATES CODE OF FEDERAL REGULATIONS (CFR)**

**§ 17.148. SERVICE DOGS**

**Secondary Authority: PUBLIC LAW 111-84—OCT. 28, 2009 123 STAT. 2477**

**SEC. 1077. DEPARTMENT OF VETERANS AFFAIRS USE OF SERVICE**

**DOGS FOR THE TREATMENT OR REHABILITATION OF VETERANS**

**SECTION D - PACKAGING AND MARKING**

**[For this Solicitation, there are NO clauses in this Section]**

**SECTION E - INSPECTION AND ACCEPTANCE**

| <b><u>FAR</u></b>    | <b><u>Title</u></b>                | <b><u>Date</u></b> |
|----------------------|------------------------------------|--------------------|
| <b><u>Number</u></b> |                                    |                    |
| 52.246-4             | INSPECTION OF SERVICES—FIXED-PRICE | AUG 1996           |

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1. PERIOD OF PERFORMANCE**

The base period of performance of this Indefinite Delivery/Indefinite Quantity (IDIQ) contract shall be for a period of one year and shall have four option periods of one year each.

It is anticipated that the actual period of performance will be as follows:

Base Period: 05/10/2016-05/09/2017

Option Period 1: 05/10/2017-05/09/2018

Option Period 2: 05/10/2018-05/09/2019

Option Period 3: 05/10/2019-05/09/2020

Option Period 4: 05/10/2020-05/09/2021

### **F.2. TASK ORDER PERIOD OF PERFORMANCE**

The performance schedule shall be determined on each individual Task Order.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1. CONTRACTING OFFICER AUTHORITY.**

The Contracting Officer for the base contract shall be the only individual authorized to direct/redirect the efforts under the base contract and task orders issued or in any way modify the items or terms of this contract.

**G.1.1 SUCCESSOR CONTRACTING OFFICER (FAR 52.201-4001)** The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Strategic Acquisition Center and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

**G.1.2. Contract Administration:** All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: TBD

b. GOVERNMENT:

Contracting Officer: Lori A. Smith,  
Telephone No: 202-531-0557  
Email: lori.smith3@va.gov

Contract Specialist  
Henry T. Wells

Telephone No: 202-304-4514  
Email: henry.wells@va.gov

U.S. Department of Veteran Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave  
Fredericksburg, VA 22408

G.1.3. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management (July 2013)., or

[X] 52.232-36, Payment by Third Party (May 2014)

#### G.1.3. DESIGNATION OF RESPONSIBLE INDIVIDUAL/AGENCY

Individual task orders issued will designate the agency responsible for acceptance of services performed. This designation is for the purpose of technical surveillance of the work performed including details of performance and quality of work under this contract. This clause in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in the terms of the contract.

#### G.2. MINIMUM QUANTITY/MAXIMUM QUANTITY

The contract awarded under this solicitation shall have a guaranteed base period minimum amount of health insurance coverage for 640 dogs. The minimum guarantee only applies to the base year. The Maximum Quantity for health insurance coverage for Service/Study Dogs for five year contract period is 1650 dogs: 900 dogs for Base Year; 1100 dogs for Option Year One; 1250 dogs for Option Year Two; 1400 dogs for Option Year Three; 1550 dogs for Option Year Four and 1650 for Extension if required.

G.3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Upon Receipt of Services

G.4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

U.S. Department of Veteran Affairs  
Financial Service Center  
PO BOX 149971  
Austin, TX 78714-8917

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

**[For this Solicitation, there are NO clauses in this Section]**



## **SECTION I - CONTRACT CLAUSES**

### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

### **I.2 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

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

(End of Provision)

### **BY REFERENCE CLAUSES:**

| <u><b>FAR<br/>Number</b></u> | <u><b>Title</b></u>   | <u><b>Date</b></u> |
|------------------------------|---|--------------------|
| <b>52.202-1</b>              | <b>DEFINITIONS</b>  | NOV 2013           |
| <b>52.203-5</b>              | <b>COVENANT AGAINST CONTINGENT FEES</b>   | MAY 2014           |
| <b>52.203-6</b>              | <b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b>  | SEP 2006           |
| <b>52.203-7</b>              | <b>ANTI-KICKBACK PROCEDURES</b>   | MAY 2014           |
| <b>52.203-17</b>             | <b>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b> | APR 2014           |
| <b>52.223-18</b>             | <b>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</b>                                  | AUG 2011           |
| <b>52.225-13</b>             | <b>RESTRICTIONS ON CERTAIN FOREIGN</b>  | JUN 2008           |

**PURCHASES**

|                   |   |          |
|-------------------|---|----------|
| <b>52.232-39</b>  | <b>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</b>   | JUN 2013 |
| <b>52.233-4</b>   | <b>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</b>    | OCT 2004 |
| <b>52.244-6</b>   | <b>SUBCONTRACTS FOR COMMERCIAL ITEMS</b>              | OCT 2015 |
| <b>852.270-1</b>  | <b>REPRESENTATIVES OF CONTRACTING OFFICERS</b>        | JAN 2008 |
| <b>852.273-74</b> | <b>AWARD WITHOUT EXCHANGES</b>                        | JAN 2003 |
| <b>852.273-70</b> | <b>LATE OFFERS</b>                                    | JAN 2003 |
| <b>852.271-75</b> | <b>EXTENSION OF CONTRACT PERIOD</b>                   | APR 1984 |
| <b>852.233-70</b> | <b>PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION</b> | JAN 2008 |
| <b>852.233-71</b> | <b>ALTERNATE PROTEST PROCEDURE</b>                    | JAN 1998 |
| <b>852.236-80</b> | <b>SUBCONTRACTS AND WORK COORDINATION</b>             | APR 1984 |
| <b>852.203-70</b> | <b>COMMERCIAL ADVERTISING</b>                         | JAN 2008 |

**I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015) ALTERNATE II (APR 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:

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [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).
  - ☐ (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) (Executive Order 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, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 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.

(D) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

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

(H) 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.

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

(J)(1) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(K) 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).

(L) 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).

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

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

(O) 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.

(P) 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)

#### **I.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 10 May 2016 through 09 May 2021 .



(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)

## **I.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 a minimum of health insurance coverage for 640 dogs. , 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 \_\_\_\_N/A\_\_\_\_;

(2) Any order for a combination of items in excess of health insurance coverage for 1650 dogs.

(3) A series of orders from the same ordering office within 90 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 30 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)

## **I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the 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 10 years after award of the task order.

(End of Clause)

(END-OF-CLAUSE)

**I.6 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)**

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

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

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

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

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

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

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703–4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

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

(END-OF-PROV)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 6 months if extension is required.

(End of Clause)

#### **I.10. VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

#### **I.11. 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 . 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)

#### **I.12. SAC 16-01 – SAC Service Level Agreement Fee and Submission of Quarterly Sales Reports; Open Market. (January, 2016)**

##### **a. Service Level Agreement Fee.**

The Service Level Agreement (SLA) fee is established by the Supply Fund Board and is provided as a means of reimbursement for customary acquisition-related services necessary to obtain contractor services and/or supplies as required. The SLA is reimbursed to the SAC based on rates established by the supply fund board and are recouped based on a percentage of total quarterly sales. The Supply Fund Board may change the percentage at any time, but typically not more than once per year. Upon a change in the SLA, the Contracting Officer (CO) shall issue a unilateral modification to apply the change to CLIN prices based upon the SLA rate change. The SAC will provide reasonable notice prior to the effective date of the change.

In order to facilitate SLA reimbursement, offerors must include (imbed) the SLA fee into their prices; therefore, the fee will be reflected in the total amount charged and transparent to ordering activities.

**The current SLA which applies to this contract action is 3.0%.** This SLA Fee shall be imbedded in the awarded contract/agreement price(s), and offers submitted in response to this solicitation shall include this SLA Fee in the price of every line item offered.

##### **b. Quarterly Sales Reports.**

The Contractor shall report all contract sales under this contract and submit collected SLAs as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales made under this contract by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). Reported sales must include all sales made to all authorized contract or agreement users, whether shipped directly to the users or through Prime Vendor contractors. The report shall reflect sales by contract line item and shall segment sales by the Department of Veterans Affairs (VA) and Other Government Agencies (OGA). The reported contract sales shall include the SLA Fee and each quarterly report shall show the total SLA Fee amount collected on the reported sales. The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The Contractor shall consistently use only one of the following acceptable points at which sales may be reported—

- i. Receipt of order;
- ii. Shipment or delivery, as applicable;
- iii. Issuance of an invoice; or
- iv. Payment.

(2) Sales under this contract/agreement shall be reported to the SAC within 60 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including “zero” sales, through physical completion of the last outstanding order of the contract/agreement.

(3) The sales report signed by an authorized representative of the contractor shall be emailed to the appropriate individual(s) listed in the terms and conditions of the contract or agreement.

**c. SLA Remittance**

The Contractor shall remit the SLA fee to the SAC in U.S. dollars within 60 calendar days after the end of the reporting quarter and final payment shall be remitted within 60 days after physical completion of the last outstanding task order or delivery order of the contract.

The SLA Fee amount collected and due shall be paid electronically. To ensure that the payment is credited properly, the contractor shall electronically transmit the SLA fee at [www.pay.gov](http://www.pay.gov) (VA Strategic Acquisition Center (SAC)); specific instructions shall be provided when the contract action resulting from this solicitation is awarded (i.e. post-award/BPA issuance conference and/or post-award letter when used in lieu of a conference).

The Government reserves the right to inspect, without further notice, such records of the Contractor as pertinent to sales under any contract or agreements resulting from this solicitation. Failure to remit the full amount of the SLA within 60 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of Federal Acquisition Regulation (FAR) Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the SLA, the Government shall have, in addition to the rights and remedies described in this clause, all other rights and remedies permitted by Federal law and statutes.

(End of Clause)

## **SECTION J - LIST OF ATTACHMENTS**

**J-1 Service/Study Dog Population Matrix**

**J-2 VA Claimed Condition Random Sample**

**J-3 VA 2015 Service Dog Health Insurance Annual Report**

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K.1 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

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)

### **K.2. 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 on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(10) *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 (1)(3) through (1)(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](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(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:

---

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:

---

Highest-level owner legal name:

---

*(Do not use a “doing business as” name)*

(End of Provision)

### **K.3. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)(APR 2010)(APR 2010)(APR 2010)(APR 2010)(APR 2010)(APR 2010)(APR 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks “have,” the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT

CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

#### **K.4 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 FAPIS 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)

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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

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

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

(End of Provision)

#### **BY REFERENCE CLAUSES:**

| <u><b>FAR<br/>Number</b></u> | <u><b>Title</b></u>  | <u><b>Date</b></u> |
|------------------------------|--|--------------------|
| <b>52.215-1</b>              | <b>INSTRUCTIONS TO OFFERORS—<br/>COMPETITIVE ACQUISITION</b> | JAN 2004           |
| <b>52.216-27</b>             | <b>SINGLE OR MULTIPLE AWARDS</b>                             | OCT 1995           |

### **L.2. VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

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

(End of Provision)

| <u><b>FAR<br/>Number</b></u> | <u><b>Title</b></u>                               | <u><b>Date</b></u> |
|------------------------------|---|--------------------|
| 852.233-70                   | PROTEST CONTENT/ALTERNATIVE DISPUTE<br>RESOLUTION | JAN 2008           |



**L.3. 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

**L.4. 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:

U.S. Department of Veterans Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave  
Suite 400  
Fredericksburg VA 22408

Mailing Address:

U.S. Department of Veterans Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave  
Suite 400  
Fredericksburg VA 22408

(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)

**L.5. VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

## **ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS**

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

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

The Offeror's proposal shall be submitted electronically via email to Henry T. Wells; [henry.wells@va.gov](mailto:henry.wells@va.gov) . in the volume files set forth below no later than 12:00 P.M. Eastern Standard Time (EST) on March 18, 2016. Please include in your email heading title "RESPONSE TO RFP VA119-16-R-0008." File attachments shall be limited to approximately 7MB per email to ensure receipt. Multiple emails may be required to transmit the entire proposal. Very large files may need to be sent in portions not exceeding ~7 Mb attachments per email (please send clear instructions on correctly re-assembling the parts of a large file sent in different emails).

The two acceptable file formats are Microsoft Word document files (\*.doc or \*.docx file extensions) and Adobe Acrobat portable document files (\*.pdf file extension). No other file formats are acceptable. Proposals submitted by any method other than email will not be considered. All proprietary information shall be clearly marked. The use of hyperlinks in proposals is prohibited.

**Late proposals will not be accepted for evaluation.** The Offeror is responsible for confirming the Government's receipt of the Offeror's proposal. Offerors may submit questions requesting clarification of solicitation requirements to Henry T. Wells at [henry.wells@va.gov](mailto:henry.wells@va.gov) no later than 12:00 P.M. EST on March 15, 2016. The questions submitted and VA's response to those questions will be shared with all known offerors in the form of RFP addenda, accessed via FBO. No questions will be accepted after the stated date and time.

The Offeror's proposal shall consist of six (6) volumes. The volumes are:

- Volume I – Technical
- Volume II – Price
- Volume III – Past Performance
- Volume IV – Veterans Involvement
- Volume V-- Small Business Participation Commitment
- Volume VI – Solicitation, Offer and Award Documents and Certifications and Representations

Offeror's responses shall be submitted in accordance with the following instructions:

Format:

The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement.

The table below indicates the titles and maximum page limit requirements(when applicable) for each volume of the Offeror's proposal and all files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table:

| <b>Volume Number</b> | <b>Factor</b>  | <b>File Name</b> | <b>Page Limitations*</b> |
|----------------------|--|------------------|--------------------------|
| Volume I             | Technical  | Tech.pdf         | Thirty (30) pages        |
| Volume II            | Price  | Price.xls        | None                     |
| Volume III           | Past Performance   | Past Perf.pdf    | Twenty (20) pages        |
| Volume IV            | Veterans Involvement   | Veteran.pdf      | Five (5) pages           |
| Volume V             | Small Business Participation Commitment  | SBP.pdf          | None                     |
| Volume VI            | Solicitation, Offer and Award Documents and Certifications and Representations | Certificates.pdf | None                     |

Page size shall be no greater than 8 1/2" x 11" with printing on one side. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be placed within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

\*A Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government.

**File Packaging.** If the file size is not too large (see email attachment limitations inherent to the VA email system described above), all of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version. Alternately, the proposal files may be submitted as individual files.

**Content Requirements:** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis

for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

## VOLUME I – TECHNICAL FACTOR

### Subfactor A: Technical Approach and Methodology

Offerors shall address all the requirements in the Performance Work Statement (PWS) and propose a detailed approach and methodology to meeting the performance requirements of the solicitation. Additionally, Offerors shall address the following specific areas:

- Describe your organizational history, structure and resources in providing veterinary insurance policies.
- Describe the qualifications of the project management team that will be involved in meeting contract objectives.
- Describe in detail the Offeror's proposed commercial veterinary insurance policy for both wellness and sick/injury coverage including any limitations, ceilings, and/or exclusions.
- Describe in detail your approach and methodology for ensuring that the proposed veterinary insurance benefits coverage for Dogs will be available throughout the United States, including Puerto Rico.
- Describe how offeror will ensure that only veterinarians licensed to practice veterinary medicine will provide covered services.
- Describe in detail the extent of their veterinary network in the various geographic locations, including the number of veterinarians and locations.
- Describe in detail your approach and methodology for registering and issuing insurance policies to the covered Veterans.
- Describe how covered services will be reimbursed fully so as to prevent veterans from incurring out of pocket fees that must then be subsequently reimbursed by offeror. If offeror has not issued policies with no out-of-pocket expenses for policy-holders (the Veterans, for this solicitation) previously, describe how existing business policies and procedures will be changed.

### SubfactorB: Quality Control Plan

The proposal shall describe the Offeror's approach for instituting and maintaining a capability to ensure the quality and integrity of services/products, including at least: (1) management and task controls to assure work will be completed as required; (2) contingency plans for identifying and correcting problems; (3) and steps that would be taken to assure timely delivery of quality products.

Technical Subfactors A&B are of equal importance in the determination of Technical Acceptability of the Technical Factor.

## VOLUME II – PRICE FACTOR

Offerors shall complete Section B of the solicitation. The Offeror shall propose a monthly firm fixed price per dog for all Contract Line Item Numbers based on the terms and conditions in the solicitation

which will include covered Dogs throughout the United States, including Puerto Rico. The proposed firm fixed prices will be binding and incorporated in the Indefinite Delivery-Indefinite Quantity contract and utilized for all future task orders during the one year base and four one year option period of performance.

### VOLUME III – PAST PERFORMANCE FACTOR

Offerors shall submit a list of prior group pet health insurance policies issued by both the prime and any subcontractor. For the prime, past performance should include prior group pet health insurance that it issued as either the prime or through a subcontractor. Past performance shall be for performance at any point during the three (3) years immediately preceding the proposal submission date. VA is interested in descriptions and performance of services which are comparable to the services required by this solicitation (Recent and Relevant). Data concerning the prime contractor shall be provided first, followed by each proposed subcontractor, in alphabetical order. (For the purpose of this solicitation, a subcontractor is defined as one whose subcontract is for more than 10% of the total proposed price.). This section shall include the following information):

1. Organization name and address to which contractor or proposed major subcontractor provided group pet health insurance (or description of population segment to which coverage was offered);
2. The customer point of contact name and title, email address, and telephone number;
3. Brief description of type of coverage provided, to include number of insured animals;
4. Period of performance of coverage provided;
5. Total dollar value of each contract/policy;
6. Statement of explanation of each pet health insurance offering (or contract, if applicable) listed, describing how it is relevant to the Government's requirement, including the following:
  - A. Brief summary of policy benefits and price/benefit tiers, if any)
  - B. Coverage objectives achieved.
  - C. For any contract(s)/task order(s) that did not/does not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence
  - D. List any contracts that were terminated and the reasons for the termination.

New Corporate Entities: New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

### VOLUME IV – VETERANS INVOLVEMENT

For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as an SDVOSB or a VOSB in accordance with Veteran Affairs Acquisition Regulation (VAAR) 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. Offerors are cautioned that they must be registered and verified in the Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) in accordance with VAAR 804.1102.

For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed

SDVOSB/VOSB subcontractors must be registered and verified in the VIP database (<http://www.VetBiz.gov>) in accordance with VAAR 804.1102 in order to receive some consideration under the Veteran's Involvement Factor.

#### Volume V -. SMALL BUSINESS PARTICIPATION COMMITMENT

(1) All Offerors, both small and large businesses are required to submit Small Business Participation Commitment information that shall include the following:

a. Type of Business of Prime Contractor:

Check all applicable boxes

☐ Large

☐ Small (also check type of Small Business below)

☐ Small Disadvantaged Business (SBA Certified)

☐ Women-Owned Small Business

☐ HUB Zone Small Business (SBA Certified)

☐ Veteran Owned Small Business

☐ Service Disabled Veteran Owned Small Business

☐ 8(a) Small Business (SBA Certified)

(2) All Offerors, both small and large businesses, are required to submit Small Business Participation Commitment information which shall include the following:

a. Provide a listing of all proposed subcontractors, their CAGE code, and respective type of business concern in the format below. Any subcontractor identified as a Small Disadvantaged Business (with the exception of an Alaskan Native Corporation (ANC) or Indian Tribe IAW 52.219-9(d)(1)(i)) MUST have an active SBA certification of its status at the time of proposal. Active HUBZone SBA certification is also a requirement at time of proposal.

| Company | Cage | Large | Small | SDB* to include 8(a)s | Women Owned | HUB Zone* | Veteran Owned | Service Disabled Veteran Owned |
|---------|------|-------|-------|-----------------------|-------------|-----------|---------------|--------------------------------|
|         |      |       |       |                       |             |           |               |                                |
|         |      |       |       |                       |             |           |               |                                |
|         |      |       |       |                       |             |           |               |                                |
|         |      |       |       |                       |             |           |               |                                |
|         |      |       |       |                       |             |           |               |                                |

\*Must be SBA Certified

b. List any small business subcontractors with which the vendor has teaming agreements or letters of intent for this solicitation and indicate whether they are bilateral, unilateral, long term relationships, or mentor protégé arrangements.

| <u>Company</u> | <u>Type Business (list all small business categories using the key below)</u> | <u>Type of Relationship (i.e., unilateral agreement, bilateral agreement, long term relationship, mentor protégé)</u> |
|----------------|---|---|
|                |   |   |
|                |   |   |

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KEY: SB - Small Business; SDB-SBA Certified Small Disadvantaged Business (including 8(a)); WO - Women Owned Small Business; HZ-SBA Certified Hubzone; VOSB - Veteran-Owned Small Business; SDVOSB - Service-Disabled Veteran-Owned Small Business; HBCU/MI - Historically Black College/Minority Institution.

- c. List the supply/service each small business subcontractor will provide. Be as specific as possible (i.e., references to performance work statement, etc.) that will demonstrate the variety and complexity of work:

| <u>Company</u> | <u>Type Business</u><br>(list all small business categories using the key above) | <u>Dollars</u> | <u>NAICS</u> | <u>Reference to paragraph/section in PWS if applicable</u> | <u>% of Total contract Value</u> |
|----------------|--|----------------|--------------|--|----------------------------------|
|                |  |                |              |  |                                  |
|                |  |                |              |  |                                  |
|                |  |                |              |  |                                  |
|                |  |                |              |  |                                  |
|                |  |                |              |  |                                  |
|                |  |                |              |  |                                  |
|                |  |                |              |  |                                  |

- d. Provide narrative information on how goals for this effort were developed and why they are realistic.
- e. Provide evidence of your track record for utilizing small business subcontractors. Provide historical information with respect to small business subcontracting for the latest full Government fiscal year in the following format:

| <u>Type Business</u>           | <u>FY</u> | <u>Dollars</u> | <u>% of Total Subcontracting Dollars</u> |
|--------------------------------|-----------|----------------|--|
| Small Business                 |           |                |  |
| Small Disadvantaged Business   |           |                |  |
| Women Owned Small              |           |                |  |
| HUBZone                        |           |                |  |
| Veteran Owned Small            |           |                |  |
| Service Disabled Veteran Owned |           |                |  |

- f. Use the matrix below to propose your small business participation goals. An Offeror that qualifies as a small business should include its prime contractor dollars in calculating its proposed percentage goals in all of the small business categories that it qualifies for, in the matrix below. For example, an Offeror that is a small disadvantaged women owned business gets credit in the prime category (B), the small business category (D), the small disadvantaged business category (E), and the women owned small business category (F). The sum of the percentages in matrix categories for small business (E thru I) may exceed 100% since individual subcontractors may be counted in more than one category. (See additional example below.)

EXAMPLE: Total Contract Value in Price Proposal- \$100

Offeror/Prime (SDVOSB) \$60 - 60%  
 Large \$31 - 31%  
 Small Business \$69 - 69%  
 Small Disadvantaged Business \$5 – 5%  
 Women Owned Small Business \$5 - 5%  
 Hubzone \$3 - 3%  
 Veteran Owned Small Business \$60 - 60%  
 Service Disabled Veteran Small Business \$60 - 60%

Insert dollars and goals in the following matrix:

| <u>Description</u>  | <u>Dollars</u> | <u>% of Total Contract Value</u> |
|---|----------------|----------------------------------|
| A. TOTAL CONTRACT VALUE:<br>This value should match the TOTAL CONTRACT VALUE you have proposed in your price proposal volume.   |                | 100%                             |
| B. DOLLAR VALUE AND PERCENTAGE OF YOUR PARTICIPATION AS PRIME CONTRACTOR: Enter your participation as prime contractor. ( $\% = B \div A$ )   |                |                                  |
| C. DOLLAR VALUE AND PERCENTAGE OF SUBCONTRACTS PLANNED FOR LARGE BUSINESS ( $\% = C \div A$ )   |                |                                  |
| D. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR SMALL BUSINESS:<br>This is the sum of all subcontracts to Small Business, Small Disadvantaged, Women Owned Small, Hubzone Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HBCU/MI. (If the offeror is any of these Small Business categories, include the dollars reflecting participation as the prime contractor from B above.) ( $\% = D \div A$ )   |                |                                  |
| E. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR SMALL DISADVANTAGED BUSINESS (SDB) AND HBCU/MI<br>This should reflect the value of all subcontracts planned for SBA CERTIFIED SDB (as verified in Central Contract Registry-CCR) or HBCU/MI with the exception that ANC and Indian Tribes are exempt IAW 52.219-9(d)(1)(i). If the Offeror is an SBA CERTIFIED SDB or HBCU/MI or ANC or Indian Tribe (as exempted above), include the dollars reflecting participation as the prime contractor from B above. ( $\% = E \div A$ ) |                |                                  |
| F. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR WOMEN OWNED SMALL BUSINESS:<br>This should reflect the value of all subcontracts planned for Women Owned small businesses. If the Offeror represents itself as a Women Owned small business, include the dollars reflecting participation as the prime contractor from B above. ( $\% = F \div A$ )  |                |                                  |
| G. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZONE) SMALL BUSINESS:<br>This should reflect the value of all subcontracts planned for SBA  |                |                                  |



|   |  |  |
|---|--|--|
| CERTIFIED HUBZone small businesses as verified in Central Contract Registry- CCR. If the Offeror is an SBA CERTIFIED HUBZone small business, include the dollars reflecting participation as the prime contractor from B above. $(\% = G \div A)$   |  |  |
| H. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR VETERAN OWNED SMALL BUSINESS:<br>This should reflect the value of all subcontracts planned for ALL Veteran Owned small businesses including Service-Disabled Veteran-Owned Small Businesses (SDVOSB). If the Offeror represents itself as a Veteran-Owned small business, include the dollars reflecting participation as the prime contractor from B above. $(\% = H \div A)$ |  |  |
| I. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB):<br>The value of all subcontracts planned for Service-Disabled Veteran-Owned small businesses (SDVOSB). If the Offeror represents itself as a SDVOSB, include the dollars reflecting participation as the prime contractor from B above. Total should be equal to or less than H. $(\% = I \div A)$                     |  |  |

- g. Provide detailed explanations/documentation supporting the proposed subcontracting goal percentages, or lack thereof.

If applicable, provide detailed narrative explanations as to why certain goals specified by the Government in the Evaluation Approach cannot be met as reflected in the Matrix above.

#### VOLUME VI – Solicitation, Offer and Award Documents and Certifications and Representations

This volume shall include the following: Proposal Summary/Cover Sheet to include:

Date submitted

Offeror's name

Offeror technical lead contact information;

Statement that the contractor's proposal remains valid for a minimum of one hundred and twenty (120) days from the RFP closing date.

Solicitation Provisions: Completed copies of FAR 52.209-5, Certification Regarding Responsibility Matters (APR 2010), and FAR 52.212-3 Offerors Representations and Certifications – Commercial Items (APR 2012)

An authorized official of the firm shall sign the standard form SF33 and any SF30 Solicitation Amendments, if applicable and include in its Volume V.

Solicitation, Offer and Award Documents and Certifications & Representations will not be evaluated adjectivally or assigned a score. For this acquisition, the Government will only evaluate the Offeror's Certification and Representations for completeness, accuracy, for being current and up-to-date. Any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **FAR 52.212-2 Evaluation - Commercial Items (Jan 1999) Addendum**

#### **Basis of Award**

Best Value: Tradeoff Methodology will be used in the evaluation of proposals. An award will be made based on the best overall proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the five following evaluation factors: Technical, Price, Past Performance, Veterans Involvement, and Small Business Commitment. The Technical Factor is more important than the Past Performance Factor, which is more important than the Veterans Involvement, which is more important than Small Business Participation Commitment Factor. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor. The non-Price Factors (Technical, Past Performance, Veterans Involvement, Small Business Commitment) when combined are significantly more important than the Price Factor. Offerors are cautioned that the award may not necessarily be made to the lowest price offered or to the most highly rated technical proposal.

#### **FACTORS/SUBFACTORS TO BE EVALUATED:**

##### **Non-Price Factors**

###### **Technical Factor**

Subfactor A: Technical Approach and Methodology

Subfactor B: Quality Control Plan

###### **Past Performance Factor**

###### **Veterans Involvement Factor**

###### **Small Business Participation Commitment Factor**

##### **Price Factor**

#### **Overall/General Evaluation Approach**

All proposals shall be subject to evaluation by a team comprised of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. Proposals that merely restate the requirements or state that the requirements will be met, without providing supporting rationale, will not be sufficient. Each proposal will be evaluated strictly in accordance with its written content. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award. No assumptions will be made by evaluators regarding areas that are not addressed in the Offeror's written proposal.

#### **TECHNICAL FACTOR EVALUATION APPROACH**

In order to evaluate the technical capability of offerors, the government will evaluate the following Technical Factors and Subfactors considering the following specific areas:

##### **Technical Factor**

Subfactor A: Technical Approach and Methodology

Subfactor B: Quality Control Plan

##### **Subfactor A: Technical Approach and Methodology**

- The offeror's ability to describe their organizational history, structure and resources in providing veterinary insurance policies.

- The offeror's ability to describe the qualifications of the project management team that will be involved in meeting contract objectives.
- The offeror's ability to describe in detail the Offeror's proposed commercial veterinary insurance policy for both wellness and sick/injury coverage including any limitations, ceilings, and/or exclusions.
- The offeror's ability to describe in detail their approach and methodology for ensuring that the proposed veterinary insurance benefits coverage for Dogs will be available throughout the United States including Puerto Rico.
- The offeror's ability to describe how offeror will ensure that only veterinarians licensed to practice veterinary medicine will provide covered services.
- The offeror's ability to describe in detail the extent of their veterinary network in the various geographic locations, including the number of veterinarians and locations.
- The offeror's ability to describe in detail their approach and methodology for registering and issuing insurance policies to the covered Veterans.
- The offeror's ability to describe how covered services will be reimbursed fully so as to prevent veterans from incurring out of pocket fees that must then be subsequently reimbursed by offeror. If offeror has not issued policies with no out-of-pocket expenses for policy-holders (the Veterans, for this solicitation) previously, describe how existing business policies and procedures will be changed.

#### Subfactor B: Quality Control Plan

The offeror's ability to describe their approach for instituting and maintaining a capability to ensure the quality and integrity of services/products, including at least: (1) management and task controls to assure work will be completed as required; (2) contingency plans for identifying and correcting problems; (3) and steps that would be taken to assure timely delivery of quality services.

#### PRICE FACTOR EVALUATION APPROACH

The Government will evaluate offers by multiplying the Offerors' proposed monthly firm fixed price per dog for all CLINs by an estimated quantity listed below per CLIN. The extended amount for each CLIN after multiplying by the estimated quantity will be added together for the total evaluated price. The pricing factor will not be scored.

By way of example:

CLIN 0001AA price per dog per month x estimated quantity of 750 = A.

CLIN 0001AB Unit price = B.

CLIN 0001AC price per dog per month x estimated quantity of 750 = C.

CLIN 0001AD Unit price = D.

CLIN 0001AE price per dog per month x estimated quantity of 150 = E.

CLIN 0001AF price per dog per month x estimated quantity of 150 =F.

$A + C + E + F = \text{Total Evaluated Price}$

Unit Price (B& D) will be evaluated separately.

The estimated quantity is for proposal evaluation purposes only.

Options will be evaluated the same as example above.

The Price Proposal must be complete and shall reflect a clear understanding of the requirements. . Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

### **PAST PERFORMANCE FACTOR EVALUATION APPROACH**

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed contractor and all proposed major subcontractor (s).

The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government reserves the right to review available past performance data available in the Past Performance Information Retrieval System (PPIRS) and Federal Awardee Performance and Integrity Information System (FAPIS), as well as other databases that track contractor performance such as CPARS. The Government also reserves the right to obtain past performance information from any available source (to include commercial) and may contact customers other than those identified by the Offeror when evaluating past performance. Because the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

Regarding the factor of past performance, the Government will review aspects of cost, schedule and performance. Areas to be evaluated may include but are not limited to quality of product or service, timeliness of performance or adherence to delivery schedules, controlling project cost, and/or effectiveness in program management (to include use and control of subcontractors).

In the case of an Offeror without a record of relevant and recent past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance, and will be assigned a neutral/unknown risk rating.

### **VETERANS INVOLVEMENT EVALUATION APPROACH**

In accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned (SDVOSB) and Veteran-Owned Small Business (VOSB) Evaluation Factors, the Government will assign evaluation credit for an Offeror (prime contractor) which is a SDVOSB or a VOSB. Non-SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor. In accordance with VAAR 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program, the Government will assign some consideration to non-SDVOSB/VOSBs with approved Mentor-Protégé Agreements.

**SMALL BUSINESS PARTICIPATION COMMITMENT EVALUATION APPROACH**

All Offerors (both large and small businesses) will be evaluated on the level of small business participation commitment that they demonstrate for the proposed acquisition, and their prior level of commitment to utilizing small businesses in performance of prior contracts. The following shall be considered in evaluating small business participation:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
- c. The complexity and variety of the work small firms are to perform;
- d. Past performance of the Offeror in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business offerors, FAR 52.219-9, Small Business Subcontracting Plan;
- e. The extent of participation of such firms in terms of the value of the total acquisition;
- f. Whether the Offeror meets the following overall participation requirement for this procurement: Small Business: 17.5% of the total contract value. This is a requirement of this contract that the Offeror must meet in order to be found Acceptable under this factor.
- g. The extent to which the Offeror meets or exceeds the Government's Subcontracting goals for this procurement, which are as follows: Service-Disabled Veteran-Owned Small Business (SDVOSB): 3% of the total contract value; Veteran-Owned Small Business (VOSB): 5% of the total contract value; Small Disadvantaged Business (SDB): 5% of the total contract value; Women-Owned Small Business: 5% of the total contract value; Historically Underutilized Business Zone (HUB Zone) Small Business: 3% of the total contract value. Any inability to meet the Government's subcontracting goal(s) for this procurement must be supported by an adequate explanation as to why that goal(s) cannot be met.
- h. Small Business Subcontracting Plan – Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all of the elements required by FAR 52.219-9. If the large business does not have an approved Master Plan or approved Commercial Plan, then an Individual Subcontracting Plan must be submitted that includes an assurance that small businesses will be given the maximum practicable opportunity to participate in contract performance. This plan shall be submitted separately from the Small Business Participation information required above, which applies to both Large and Small businesses. The Subcontracting Plan is not a requirement for evaluation in source selection but, rather, a requirement for award to a Large Business and the Plan, as negotiated, will be incorporated into any resultant contract.