

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 101-12-3-3525-0001 PAGE 1 OF 69

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER VA798S-12-R-0012 6. SOLICITATION ISSUE DATE 07-12-2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME Berneta Ellis Berneta.Ellis@va.gov b. TELEPHONE NO. (No Collect Calls) (202) 615-0343 8. OFFER DUE DATE/LOCAL TIME 07-26-2012

9. ISSUED BY U.S. Department of Veterans Affairs Strategic Acquisition Center 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408 CODE 0031B 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 524128  HUBZONE SMALL BUSINESS  EDWOSB  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: \$7 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS N/A 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE \_\_\_\_\_ 16. ADMINISTERED BY CODE 0031B U.S. Department of Veterans Affairs Strategic Acquisition Center 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_ U.S. Department of Veterans Affairs Financial Services Center PO BOX 149971 Austin TX 78714-8917

TELEPHONE NO. PHONE: FAX:  17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	-----See Section B.2-----				
	-----See Section B.2-----				
	-----See Section B.2-----				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

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1 SECTION B - CONTINUATION OF SF 1449 BLOCKS

2  
3  
4 B.1 CONTRACT ADMINISTRATION DATA

5  
6 (continuation from Standard Form 1449, block 18A.)

7  
8 1. Contract Administration: All contract administration matters will be handled by the following  
9 individuals:

10  
11 a. CONTRACTOR:

12  
13 b. GOVERNMENT: Contracting Officer 0010G Patrick McKeown  
14 U.S. Department of Veterans Affairs  
15 Strategic Acquisition Center  
16 10300 Spotsylvania Ave  
17 STE 400  
18 Fredericksburg VA 22408  
19

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

22  
23  52.232-34, Payment by Electronic Funds Transfer -  
24 Other than Central Contractor Registration, or

25  
26  52.232-36, Payment by Third Party  
27

28  
29 3. INVOICES: Invoices shall be submitted in arrears:

30  
31 a. Quarterly

32  
33 b. Semi-Annually

34  
35 c. Other  [upon successful execution of each task order (TO)]  
36

37 4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the  
38 following address:

39  
40 U.S. Department of Veterans Affairs  
41 Financial Services Center  
42 PO BOX 149971  
43  
44 Austin TX 78714-8917  
45

46 ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to  
47 the Solicitation numbered and dated as follows:  
48  
49  
50  
51

52	AMENDMENT NO	DATE
53		
54	_____	_____
55	_____	_____
56	_____	_____
57		

**B.2 PRICE/COST SCHEDULE**

60	ITEM DESCRIPTION OF	QTY	UNIT	UNIT	AMOUNT
61	NO. SUPPLIES/SVCS			PRICE	
62					
63					
64	0001	0.00	_____	_____	
65	Veterinarian Health Insurance Coverage				
66					
67	1001	0.00	_____	_____	
68	Veterinarian Health Insurance Coverage				
69					
70	2001	0.00	_____	_____	
71	Veterinarian Health Insurance Coverage				
72					
73	3001	0.00	_____	_____	
74	Veterinarian Health Insurance Coverage				
75					
76	4001	0.00	_____	_____	
77	Veterinarian Health Insurance Coverage				
78					
79					
80			GRAND TOTAL ---	_____	
81				=====	
82					

DRAFT REP

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## SECTION C - CONTRACT CLAUSES

52.204-4

PRINTED OR COPIED DOUBLE-SIDED  
ON RECYCLED PAPER

MAY 2011

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

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

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

#### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)

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

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

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

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires,

134 floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common  
135 carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible  
136 after the commencement of any excusable delay, setting forth the full particulars in connection therewith,  
137 shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the  
138 Contracting Officer of the cessation of such occurrence.

139  
140 (g) Invoice.

141  
142 (1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if  
143 authorized) to the address designated in the contract to receive invoices. An invoice must include-

- 144 (i) Name and address of the Contractor;
- 145  
146 (ii) Invoice date and number;
- 147  
148 (iii) Contract number, contract line item number and, if applicable, the order number;
- 149  
150 (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- 151  
152 (v) Shipping number and date of shipment, including the bill of lading number and weight of  
153 shipment if shipped on Government bill of lading;
- 154  
155 (vi) Terms of any discount for prompt payment offered;
- 156  
157 (vii) Name and address of official to whom payment is to be sent;
- 158  
159 (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- 160  
161 (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only  
162 if required elsewhere in this contract.
- 163  
164 (x) Electronic funds transfer (EFT) banking information.

165  
166 (A) The Contractor shall include EFT banking information on the invoice only if required  
167 elsewhere in this contract.

168  
169 (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a  
170 proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with  
171 the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds  
172 Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other  
173 Than Central Contractor Registration), or applicable agency procedures.

174  
175 (C) EFT banking information is not required if the Government waived the requirement to pay by  
176 EFT.

177  
178 (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office  
179 of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

180  
181 (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and  
182 agents against liability, including costs, for actual or alleged direct or contributory infringement of, or  
183 inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the  
184

185 performance of this contract, provided the Contractor is reasonably notified of such claims and  
186 proceedings.

187  
188 (i) Payment.-  
189

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

192  
193 (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act  
194 (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

195  
196 (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for  
197 the appropriate EFT clause.

198  
199 (4) Discount. In connection with any discount offered for early payment, time shall be computed from  
200 the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to  
201 have been made on the date which appears on the payment check or the specified payment date if an  
202 electronic funds transfer payment is made.

203  
204 (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice  
205 payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the  
206 Contractor shall--

207  
208 (i) Remit the overpayment amount to the payment office cited in the contract along with a  
209 description of the overpayment including the--

210  
211 (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation  
212 errors, date(s) of overpayment);

213  
214 (B) Affected contract number and delivery order number, if applicable;

215  
216 (C) Affected contract line item or subline item, if applicable; and

217  
218 (D) Contractor point of contact.

219  
220 (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

221  
222 (6) Interest.

223  
224 (i) All amounts that become payable by the Contractor to the Government under this contract shall  
225 bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest  
226 rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the  
227 Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount  
228 becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month  
229 period as fixed by the Secretary until the amount is paid.

230  
231 (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due  
232 under the contract.

233  
234 (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--  
235

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

238  
239 (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within  
240 the timeline specified in the demand for payment unless the amounts were not repaid because the  
241 Contractor has requested an installment payment agreement; or

242  
243 (C) The Contractor requests a deferment of collection on a debt previously demanded by the  
244 Contracting Officer (see 32.607-2).

245  
246 (iv) If a demand for payment was previously issued for the debt, the demand for payment included in  
247 the final decision shall identify the same due date as the original demand for payment.

248  
249 (v) Amounts shall be due at the earliest of the following dates:

250  
251 (A) The date fixed under this contract.

252  
253 (B) The date of the first written demand for payment, including any demand for payment resulting  
254 from a default termination.

255  
256 (vi) The interest charge shall be computed for the actual number of calendar days involved  
257 beginning on the due date and ending on--

258  
259 (A) The date on which the designated office receives payment from the Contractor;

260  
261 (B) The date of issuance of a Government check to the Contractor from which an amount  
262 otherwise payable has been withheld as a credit against the contract debt; or

263  
264 (C) The date on which an amount withheld and applied to the contract debt would otherwise have  
265 become payable to the Contractor.

266  
267 (vii) The interest charge made under this clause may be reduced under the procedures prescribed in  
268 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

269  
270 (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies  
271 provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

272  
273 (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

274  
275 (2) Delivery of the supplies to the Government at the destination specified in the contract, if  
276 transportation is f.o.b. destination.

277  
278 (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

279  
280 (l) Termination for the Government's convenience. The Government reserves the right to terminate this  
281 contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall  
282 immediately stop all work hereunder and shall immediately cause any and all of its suppliers and  
283 subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage  
284 of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus  
285 reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard  
286 record keeping system, have resulted from the termination. The Contractor shall not be required to comply

287 with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give  
288 the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work  
289 performed or costs incurred which reasonably could have been avoided.  
290

291 (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in  
292 the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and  
293 conditions, or fails to provide the Government, upon request, with adequate assurances of future  
294 performance. In the event of termination for cause, the Government shall not be liable to the Contractor for  
295 any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for  
296 any and all rights and remedies provided by law. If it is determined that the Government improperly  
297 terminated this contract for default, such termination shall be deemed a termination for convenience.  
298

299 (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall  
300 pass to the Government upon acceptance, regardless of when or where the Government takes physical  
301 possession.  
302

303 (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable  
304 and fit for use for the particular purpose described in this contract.  
305

306 (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not  
307 be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted  
308 items.  
309

310 (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws,  
311 executive orders, rules and regulations applicable to its performance under this contract.  
312

313 (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31  
314 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts;  
315 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety  
316 Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to  
317 whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement  
318 integrity.  
319

320 (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving  
321 precedence in the following order:  
322

323 (1) The schedule of supplies/services.  
324

325 (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws  
326 Unique to Government Contracts paragraphs of this clause.  
327

328 (3) The clause at 52.212-5.  
329

330 (4) Addenda to this solicitation or contract, including any license agreements for computer software.  
331

332 (5) Solicitation provisions if this is a solicitation.  
333

334 (6) Other paragraphs of this clause.  
335

336 (7) The Standard Form 1449.  
337

338 (8) Other documents, exhibits, and attachments

339  
340 (9) The specification.

341  
342 (t) Central Contractor Registration (CCR).

343  
344 (1) Unless exempted by an addendum to this contract, the Contractor is responsible during  
345 performance and through final payment of any contract for the accuracy and completeness of the data  
346 within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or  
347 incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is  
348 required to review and update on an annual basis from the date of initial registration or subsequent updates  
349 its information in the CCR database to ensure it is current, accurate and complete. Updating information in  
350 the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly  
351 executed contractual document.

352  
353 (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division  
354 name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but  
355 has not completed the necessary requirements regarding novation and change-of-name agreements in FAR  
356 subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business  
357 day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the  
358 requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the  
359 responsible Contracting Officer. The Contractor must provide with the notification sufficient  
360 documentation to support the legally changed name.

361  
362 (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or  
363 fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly  
364 executed novation or change-of-name agreement, the CCR information that shows the Contractor to be  
365 other than the Contractor indicated in the contract will be considered to be incorrect information within the  
366 meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this  
367 contract.

368  
369 (3) The Contractor shall not change the name or address for EFT payments or manual payments, as  
370 appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart  
371 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information  
372 provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an  
373 ultimate recipient other than that Contractor will be considered to be incorrect information within the  
374 meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

375  
376 (4) Offerors and Contractors may obtain information on registration and annual confirmation  
377 requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or  
378 269-961-5757.

379  
380 (End of Clause)

381  
382 **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT**  
383 **STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2012)**

384  
385 (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses,  
386 which are incorporated in this contract by reference, to implement provisions of law or Executive orders  
387 applicable to acquisitions of commercial items:  
388

389 (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

390  
391 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

392  
393 (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

394  
395 (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

396  
397 (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer  
398 has indicated as being incorporated in this contract by reference to implement provisions of law or  
399 Executive orders applicable to acquisitions of commercial items:

400  
401  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with  
402 Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

403  
404  (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252,  
405 Title VI, Chapter 1 (41 U.S.C. 251 note)).

406  
407  (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of  
408 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery  
409 and Reinvestment Act of 2009.)

410  
411  (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB  
412 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

413  
414  (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010)  
415 (Pub. L. 111-5).

416  
417  (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors  
418 Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

419  
420  (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN  
421 2012) (41 U.S.C. 2313).

422  
423  (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of  
424 Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of  
425 Division D of Public Law 110-161)

426  
427  (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

428  
429  (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns  
430 (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

431  
432  (11) [Reserved]

433  
434  (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

435  
436  (ii) Alternate I (NOV 2011).

437  
438  (iii) Alternate II (NOV 2011).

439

- 440  (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).  
441  
442  (ii) Alternate I (Oct 1995) of 52.219-7.  
443  
444  (iii) Alternate II (Mar 2004) of 52.219-7.  
445  
446  (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and  
447 (3)).  
448  
449  (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).  
450  
451  (ii) Alternate I (Oct 2001) of 52.219-9.  
452  
453  (iii) Alternate II (Oct 2001) of 52.219-9.  
454  
455  (iv) Alternate III (JUL 2010) of 52.219-9.  
456  
457  (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).  
458  
459  (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).  
460  
461  (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C.  
462 637(d)(4)(F)(i)).  
463  
464  (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business  
465 Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in  
466 its offer.)  
467  
468  (ii) Alternate I (June 2003) of 52.219-23.  
469  
470  (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status  
471 and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  
472  
473  (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting  
474 (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  
475  
476  (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV  
477 2011) (15 U.S.C. 657f).  
478  
479  (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C  
480 632(a)(2)).  
481  
482  (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small  
483 Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).  
484  
485  (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns  
486 Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).  
487  
488  (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).  
489

- 490  (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O.  
491 13126).
- 492
- 493  (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- 494
- 495  (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- 496
- 497  (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- 498
- 499  (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- 500
- 501  (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- 502
- 503  (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC  
504 2010) (E.O. 13496).
- 505
- 506  (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not  
507 applicable to the acquisition of commercially available off-the-shelf items or certain other types of  
508 commercial items as prescribed in 22.1803.)
- 509
- 510  (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated  
511 Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially  
512 available off-the-shelf items.)
- 513
- 514  (ii) Alternate I (MAY 2008) of 52.223-9.(42 U.S.C. 6962(i)(2)(C)). (Not applicable to the  
515 acquisition of commercially available off-the-shelf items.)
- 516
- 517  (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C.  
518 8259b).
- 519
- 520  (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer  
521 Products (DEC 2007) (E.O. 13423).
- 522
- 523  (ii) Alternate I (DEC 2007) of 52.223-16.
- 524
- 525  (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG  
526 2011)
- 527
- 528  (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- 529
- 530  (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAR 2012)  
531 (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  
532 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and  
533 Pub. L. 112-41).
- 534
- 535  (ii) Alternate I (MAR 2012) of 52.225-3.
- 536
- 537  (iii) Alternate II (MAR 2012) of 52.225-3.
- 538
- 539  (iv) Alternate III (MAR 2012) of 52.225-3.
- 540

541 [X] (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

542

543 [X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations,  
544 and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

545

546 [] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

547

548 [] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)  
549 (42 U.S.C. 5150).

550

551 [] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.  
552 255(f), 10 U.S.C. 2307(f)).

553

554 [] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10  
555 U.S.C. 2307(f)).

556

557 [X] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct  
558 2003) (31 U.S.C. 3332).

559

560 [] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor  
561 Registration (May 1999) (31 U.S.C. 3332).

562

563 [] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

564

565 [] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

566

567 [] (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46  
568 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

569

570 [] (ii) Alternate I (Apr 2003) of 52.247-64.

571

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

575

576 [] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

577

578 [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and  
579 41 U.S.C. 351, et seq.).

580

581 Employee Class

Monetary Wage-Fringe Benefits

582

583

584 [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple  
585 Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

586

587 [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009)  
588 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

589

590       [] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for  
591 Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et  
592 seq.).

593

594       [] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain  
595 Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

596

597       [] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L.  
598 110-247)

599

600       [] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

601

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

605

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

609

610       (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and  
611 other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract  
612 or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses  
613 of this contract. If this contract is completely or partially terminated, the records relating to the work  
614 terminated shall be made available for 3 years after any resulting final termination settlement. Records  
615 relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or  
616 relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

617

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

622

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

627

628       (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title  
629 VI, Chapter 1 (41 U.S.C. 251 note)).

630

631       (ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in  
632 all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to  
633 small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the  
634 subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

635

636       (iii) [Reserved]

637

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

639

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

641  
642 (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).  
643

644 (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC  
645 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.  
646

647 (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).  
648

649 (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
650

651 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).  
652

653 (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for  
654 Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et  
655 seq.).  
656

657 (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain  
658 Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).  
659

660 (xii) 52.222-54, Employee Eligibility Verification (JAN 2009)  
661

662 (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L.  
663 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.  
664

665 (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46  
666 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR  
667 clause 52.247-64.  
668

669 (2) While not required, the contractor may include in its subcontracts for commercial items a minimal  
670 number of additional clauses necessary to satisfy its contractual obligations.  
671

672 (End of Clause)  
673

674 **C.3 52.216-18 ORDERING (OCT 1995)**  
675

676 (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery  
677 orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued  
678 from date of contract award through the end of the contract term.  
679

680 (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event  
681 of conflict between a delivery order or task order and this contract, the contract shall control.  
682

683 (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the  
684 order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if  
685 authorized in the Schedule.  
686

687 (End of Clause)  
688  
689  
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691

692 **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**  
693

694 (a) Minimum order. When the Government requires supplies or services covered by this contract in an  
695 amount of less than 370, the Government is not obligated to purchase, nor is the Contractor obligated to  
696 furnish, those supplies or services under the contract.  
697

698 (b) Maximum order. The Contractor is not obligated to honor--  
699

700 (1) Any order for a single item in excess of 2,500;  
701

702 (2) Any order for a combination of items in excess of 2,500; or  
703

704 (3) A series of orders from the same ordering office within 14 days that together call for quantities  
705 exceeding the limitation in paragraph (b)(1) or (2) of this section.  
706

707 (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of  
708 the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one  
709 requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph  
710 (b) of this section.  
711

712 (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order  
713 exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the  
714 ordering office within three days after issuance, with written notice stating the Contractor's intent not to  
715 ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may  
716 acquire the supplies or services from another source.  
717

718 (End of Clause)  
719

720 **C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**  
721

722 (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the  
723 period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are  
724 estimates only and are not purchased by this contract.  
725

726 (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the  
727 Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or  
728 services specified in the Schedule up to and including the quantity designated in the Schedule as the  
729 "maximum." The Government shall order at least the quantity of supplies or services designated in the  
730 Schedule as the "minimum."  
731

732 (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no  
733 limit on the number of orders that may be issued. The Government may issue orders requiring delivery to  
734 multiple destinations or performance at multiple locations.  
735

736 (d) Any order issued during the effective period of this contract and not completed within that period  
737 shall be completed by the Contractor within the time specified in the order. The contract shall govern the  
738 Contractor's and Government's rights and obligations with respect to that order to the same extent as if the  
739 order were completed during the contract's effective period; provided, that the Contractor shall not be  
740 required to make any deliveries under this contract after the end of the contract term.  
741

742 (End of Clause)

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**C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

**C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of each fiscal year of the Government or within 60 days after funds for that fiscal year become available, whichever date is later; provided that the Government shall give 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 provision.

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

(End of Clause)

**C.8 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

**C.9 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

794 (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting  
795 subcontract and in every subcontract awarded without a solicitation, when the work statement in the  
796 proposed subcontract requires the design, development, or operation of a system of records on individuals  
797 that is subject to the Act; and  
798

799 (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract  
800 which requires the design, development, or operation of such a system of records.  
801

802 (b) In the event of violations of the Act, a civil action may be brought against the agency involved when  
803 the violation concerns the design, development, or operation of a system of records on individuals to  
804 accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of  
805 the agency when the violation concerns the operation of a system of records on individuals to accomplish an  
806 agency function. For purposes of the Act, when the contract is for the operation of a system of records on  
807 individuals to accomplish an agency function, the Contractor and any employee of the Contractor is  
808 considered to be an employee of the agency.  
809

810 (c) (1) "Operation of a system of records," as used in this clause, means performance of any of the  
811 activities associated with maintaining the system of records, including the collection, use, and  
812 dissemination of records.  
813

814 (2) "Record," as used in this clause, means any item, collection, or grouping of information about an  
815 individual that is maintained by an agency, including, but not limited to, education, financial transactions,  
816 medical history, and criminal or employment history and that contains the person's name, or the identifying  
817 number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or  
818 voiceprint or a photograph.  
819

820 (3) "System of records on individuals," as used in this clause, means a group of any records under the  
821 control of any agency from which information is retrieved by the name of the individual or by some  
822 identifying number, symbol, or other identifying particular assigned to the individual.  
823

824 (End of Clause)

825  
826 **C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**  
827

828 This contract incorporates one or more clauses by reference, with the same force and effect as if they  
829 were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the  
830 full text of a clause may be accessed electronically at this/these address(es):  
831

- 832 <http://www.acquisition.gov/far/index.html>
- 833 <http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

834  
835 (End of Clause)  
836

837  
838 **C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**  
839

840 The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she  
841 will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or  
842 imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.  
843

844 (End of Clause)

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**C.12 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

**C.13 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 Clause)

**C.14 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 each provided policy. 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)

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**C.15 IT CONTRACT SECURITY**

**VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

**1. GENERAL**

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

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

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

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

## 3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

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

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

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

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

1000  
1001 i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet  
1002 or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

1003  
1004 j. Except for uses and disclosures of VA information authorized by this contract for performance of the  
1005 contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i)  
1006 in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written  
1007 approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries  
1008 about, VA information and information systems to the VA contracting officer for response.

1009  
1010 k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records  
1011 protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38  
1012 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia,  
1013 alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the  
1014 contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information,  
1015 that contractor/subcontractor shall immediately refer such court orders or other requests to the VA  
1016 contracting officer for response.

1017  
1018 l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive  
1019 information but does not require C&A or an MOU-ISA for system interconnection, the  
1020 contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly  
1021 basis and provide it to the COTR.

1022  
1023 4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

1024  
1025 a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall  
1026 comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA  
1027 security and privacy control requirements for Federal information systems. This includes standards for the  
1028 protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security  
1029 categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all  
1030 baseline security controls commensurate with the FIPS 199 system security categorization (reference  
1031 Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a  
1032 Privacy Impact Assessment (PIA) must be completed, provided to the COTR, and approved by the VA  
1033 Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

1034  
1035 b. The contractor/subcontractor shall certify to the COTR that applications are fully functional and  
1036 operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and  
1037 the common security configuration guidelines provided by NIST or the VA. This includes Internet  
1038 Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future  
1039 versions, as required.

1040  
1041 c. The standard installation, operation, maintenance, updating, and patching of software shall not alter  
1042 the configuration settings from the VA approved and FDCC configuration. Information technology staff  
1043 must also use the Windows Installer Service for installation to the default "program files" directory and  
1044 silently install and uninstall.

1045  
1046 d. Applications designed for normal end users shall run in the standard user context without elevated  
1047 system administration privileges.

1048

1049 e. The security controls must be designed, developed, approved by VA, and implemented in  
1050 accordance with the provisions of VA security system development life cycle as outlined in NIST Special  
1051 Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems,  
1052 VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and  
1053 Privacy in System Development Lifecycle.

1054  
1055 f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice  
1056 (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended),  
1057 Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of  
1058 the Privacy Act may involve the imposition of criminal and civil penalties.

1059  
1060 g. The contractor/subcontractor agrees to:

1061  
1062 (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued  
1063 under the Act in the design, development, or operation of any system of records on individuals to  
1064 accomplish an agency function when the contract specifically identifies:

1065  
1066 (a) The Systems of Records (SOR); and

1067  
1068 (b) The design, development, or operation work that the contractor/ subcontractor is to perform;

1069  
1070 (1) Include the Privacy Act notification contained in this contract in every solicitation and  
1071 resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in  
1072 the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is  
1073 subject to the Privacy Act; and

1074  
1075 (2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded  
1076 under this contract which requires the design, development, or operation of such a SOR.

1077  
1078 h. In the event of violations of the Act, a civil action may be brought against the agency involved when  
1079 the violation concerns the design, development, or operation of a SOR on individuals to accomplish an  
1080 agency function, and criminal penalties may be imposed upon the officers or employees of the agency when  
1081 the violation concerns the operation of a SOR on individuals to accomplish an agency function. For  
1082 purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency  
1083 function, the contractor/subcontractor is considered to be an employee of the agency.

1084  
1085 (1) "Operation of a System of Records" means performance of any of the activities associated with  
1086 maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

1087  
1088 (2) "Record" means any item, collection, or grouping of information about an individual that is  
1089 maintained by an agency, including, but not limited to, education, financial transactions, medical history,  
1090 and criminal or employment history and contains the person's name, or identifying number, symbol, or any  
1091 other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

1092  
1093 (3) "System of Records" means a group of any records under the control of any agency from which  
1094 information is retrieved by the name of the individual or by some identifying number, symbol, or other  
1095 identifying particular assigned to the individual.

1096  
1097 i. The vendor shall ensure the security of all procured or developed systems and technologies,  
1098 including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract  
1099 and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds,

1100 patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which  
1101 may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the  
1102 Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not  
1103 negatively impact the Systems.  
1104

1105 j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of  
1106 the vulnerability which can compromise the security of the Systems (including the confidentiality or  
1107 integrity of its data and operations, or the availability of the system). Such issues shall be remediated as  
1108 quickly as is practical, but in no event longer than three days.  
1109

1110 k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or  
1111 Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not  
1112 affecting the Systems within 10 working days. When the vendor is responsible for operations or  
1113 maintenance of the Systems, they shall apply the Security Fixes within two (2) days.  
1114

1115 l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based  
1116 on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the  
1117 convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant  
1118 Secretary for Office of Information and Technology.  
1119

1120 5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE  
1121

1122 a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA  
1123 facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all  
1124 HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This  
1125 includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change  
1126 management procedures, and the completion of an acceptable contingency plan for each system. The  
1127 contractor's security control procedures must be equivalent, to those procedures used to secure VA systems.  
1128 A Privacy Impact Assessment (PIA) must also be provided to the COTR and approved by VA Privacy  
1129 Service prior to operational approval. All external Internet connections to VA's network involving VA  
1130 information must be reviewed and approved by VA prior to implementation.  
1131

1132 b. Adequate security controls for collecting, processing, transmitting, and storing of Personally  
1133 Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and  
1134 approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by  
1135 or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these  
1136 controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must  
1137 be submitted and approved prior to the collection of PII.  
1138

1139 c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network  
1140 operations, telecommunications services, or other managed services requires certification and accreditation  
1141 (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification  
1142 and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government  
1143 facility or government equipment) contractor-operated systems, third party or business partner networks  
1144 require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what  
1145 data types are shared, who has access, and the appropriate level of security controls for all systems  
1146 connected to VA networks.  
1147

1148 d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related  
1149 to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted  
1150 during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's

1151 POA&M management process. The contractor/subcontractor must use VA's POA&M process to  
1152 document planned remedial actions to address any deficiencies in information security policies, procedures,  
1153 and practices, and the completion of those activities. Security deficiencies must be corrected within the  
1154 timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic,  
1155 unannounced assessments by VA officials, including the VA Office of Inspector General. The physical  
1156 security aspects associated with contractor/ subcontractor activities must also be subject to such  
1157 assessments. If major changes to the system occur that may affect the privacy or security of the data or the  
1158 system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook  
1159 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan,  
1160 Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would  
1161 be necessary.  
1162

1163 e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced  
1164 services as required. Both hard copy and electronic copies of the assessment must be provided to the  
1165 COTR. The government reserves the right to conduct such an assessment using government personnel or  
1166 another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action  
1167 (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing,  
1168 generally at no additional cost.  
1169

1170 f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned  
1171 equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the  
1172 requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security  
1173 controls required for government furnished equipment (GFE) must be utilized in approved other equipment  
1174 (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and  
1175 use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is  
1176 configured with a VA-approved configuration. Software must be kept current, including all critical  
1177 updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral  
1178 software and the firewall on the non-VA owned OE.  
1179

1180 g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to  
1181 store, process, or access VA information must be handled in adherence with VA Handbook 6500.1,  
1182 Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return  
1183 of the IT equipment by the contractor/subcontractor or any person acting on behalf of the  
1184 contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.)  
1185 used by the contractors/ subcontractors that contain VA information must be returned to the VA for  
1186 sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed  
1187 of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.  
1188

1189 h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks,  
1190 etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or  
1191 other purposes. The options are:  
1192

1193 (1) Vendor must accept the system without the drive;  
1194

1195 (2) VA's initial medical device purchase includes a spare drive which must be installed in place of  
1196 the original drive at time of turn-in; or  
1197

1198 (3) VA must reimburse the company for media at a reasonable open market replacement cost at time  
1199 of purchase.  
1200

1201 (4) Due to the highly specialized and sometimes proprietary hardware and software associated with  
1202 medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;  
1203

1204 (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive  
1205 information stored on it and hard drive(s) from the system are being returned physically intact; and  
1206

1207 (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent  
1208 possible without negatively impacting system operation. Selective clearing down to patient data folder  
1209 level is recommended using VA approved and validated overwriting technologies/methods/tools.  
1210 Applicable media sanitization specifications need to be pre-approved and described in the purchase order or  
1211 contract.  
1212

1213 (c) A statement needs to be signed by the Director (System Owner) that states that the drive could  
1214 not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain  
1215 the documentation.  
1216

## 1217 6. SECURITY INCIDENT INVESTIGATION

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1219 a. The term "security incident" means an event that has, or could have, resulted in unauthorized access  
1220 to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures.  
1221 The contractor/ subcontractor shall immediately notify the COTR and simultaneously, the designated ISO  
1222 and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any  
1223 unauthorized disclosure of sensitive information, including that contained in system(s) to which the  
1224 contractor/ subcontractor has access.  
1225

1226 b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA  
1227 shall identify the information involved, the circumstances surrounding the incident (including to whom,  
1228 how, when, and where the VA information or assets were placed at risk or compromised), and any other  
1229 information that the contractor/subcontractor considers relevant.  
1230

1231 c. With respect to unsecured protected health information, the business associate is deemed to have  
1232 discovered a data breach when the business associate knew or should have known of a breach of such  
1233 information. Upon discovery, the business associate must notify the covered entity of the breach.  
1234 Notifications need to be made in accordance with the executed business associate agreement.  
1235

1236 d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must  
1237 concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction,  
1238 including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its  
1239 subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible  
1240 for the investigation and prosecution of any possible criminal law violation(s) associated with any incident.  
1241 The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information,  
1242 obtain monetary or other compensation from a third party for damages arising from any incident, or obtain  
1243 injunctive relief against any third party arising from, or related to, the incident.  
1244

## 1245 7. LIQUIDATED DAMAGES FOR DATA BREACH

1246

1247 a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive  
1248 personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data  
1249 breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this  
1250 contract.  
1251

1252 b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the  
1253 Security Incident Investigation section above. Upon such notification, VA must secure from a  
1254 non-Department entity or the VA Office of Inspector General an independent risk analysis of the data  
1255 breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive  
1256 personal information involved in the data breach. The term 'data breach' means the loss, theft, or other  
1257 unauthorized access, or any access other than that incidental to the scope of employment, to data containing  
1258 sensitive personal information, in electronic or printed form, that results in the potential compromise of the  
1259 confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk  
1260 analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.  
1261

1262 c. Each risk analysis shall address all relevant information concerning the data breach, including the  
1263 following:  
1264

- 1265 (1) Nature of the event (loss, theft, unauthorized access);  
1266
- 1267 (2) Description of the event, including:  
1268
  - 1269 (a) date of occurrence;  
1270
  - 1271 (b) data elements involved, including any PII, such as full name, social security number, date of  
1272 birth, home address, account number, disability code;  
1273
- 1274 (3) Number of individuals affected or potentially affected;  
1275
- 1276 (4) Names of individuals or groups affected or potentially affected;  
1277
- 1278 (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of  
1279 protection for the data, e.g., unencrypted, plain text;  
1280
- 1281 (6) Amount of time the data has been out of VA control;  
1282
- 1283 (7) The likelihood that the sensitive personal information will or has been compromised (made  
1284 accessible to and usable by unauthorized persons);  
1285
- 1286 (8) Known misuses of data containing sensitive personal information, if any;  
1287
- 1288 (9) Assessment of the potential harm to the affected individuals;  
1289
- 1290 (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy  
1291 Incidents, as appropriate; and  
1292
- 1293 (11) Whether credit protection services may assist record subjects in avoiding or mitigating the  
1294 results of identity theft based on the sensitive personal information that may have been compromised.  
1295

1296 d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for  
1297 paying to the VA liquidated damages in the amount of per affected individual to cover the cost of  
1298 providing credit protection services to affected individuals consisting of the following:  
1299

1300  
1301  
1302

- 1303 (1) Notification;  
1304  
1305 (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3  
1306 relevant credit bureau reports;  
1307  
1308 (3) Data breach analysis;  
1309  
1310 (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit  
1311 freezes, to assist affected individuals to bring matters to resolution;  
1312  
1313 (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and  
1314  
1315 (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records,  
1316 histories, or financial affairs.  
1317

1318 8. SECURITY CONTROLS COMPLIANCE TESTING  
1319

1320 On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or  
1321 all of the security controls and privacy practices implemented by the contractor under the clauses contained  
1322 within the contract. With 10 working-day's notice, at the request of the government, the contractor must  
1323 fully cooperate and assist in a government-sponsored security controls assessment at each location wherein  
1324 VA information is processed or stored, or information systems are developed, operated, maintained, or used  
1325 on behalf of VA, including those initiated by the Office of Inspector General. The government may  
1326 conduct a security control assessment on shorter notice (to include unannounced assessments) as  
1327 determined by VA in the event of a security incident or at any other time.  
1328

1329 9. TRAINING  
1330

1331 a. All contractor employees and subcontractor employees requiring access to VA information and VA  
1332 information systems shall complete the following before being granted access to VA information and its  
1333 systems:  
1334

1335 (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities  
1336 for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information  
1337 and information systems;  
1338

1339 (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and  
1340 annually complete required security training;  
1341

1342 (3) Successfully complete the appropriate VA privacy training and annually complete required  
1343 privacy training; and  
1344

1345 (4) Successfully complete any additional cyber security or privacy training, as required for VA  
1346 personnel with equivalent information system access [to be defined by the VA program official and  
1347 provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based  
1348 information security training required in accordance with NIST Special Publication 800-16, Information  
1349 Technology Security Training Requirements.]  
1350

1351 b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training  
1352 certificates and certification of signing the Contractor Rules of Behavior for each applicable employee  
1353 within 1 week of the initiation of the contract and annually thereafter, as required.

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

(End of Clause)

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1361 **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

1362

1363 **PERFORMANCE WORK STATEMENT**1364 **1 INTRODUCTION**

1365 The Department of Veterans Affairs is authorized to provide veterinary-care benefits for Veteran-owned  
 1366 Service Dogs. Service Dogs shall be defined as Guide or Service Dogs prescribed for a disabled Veteran  
 1367 pursuant to 38 U.S.C. Part 17.148 (herein after referred to as "Service Dog(s)"). The Service Dogs are  
 1368 privately owned by Veterans suffering from visual, hearing and/or substantial mobility impairments.  
 1369 Pursuant to 38 U.S.C. Part 17, VA shall provide veterinary health insurance coverage, which includes both  
 1370 a comprehensive health plan as well as sick/injured insurance coverage for all Service Dogs screened and  
 1371 approved by the VA for receipt of Service Dog benefits regardless of age, breed, geographic location or  
 1372 pre-existing medical conditions as the mechanism by which it will provide the veterinary-care benefits for  
 1373 eligible Service Dogs. VA's primary objectives are to: (1) provide Veterans assistance in keeping their  
 1374 Service Dogs in optimal serviceable condition, (2) relieve Veterans of the cost and administrative burden of  
 1375 caring for their Service Dog, and (3) improve the overall level of cost and efficiency on behalf of the  
 1376 Government in providing appropriate veterinary care for Service Dogs.

1377 **2 APPLICABLE DOCUMENTS**

1378 In the performance of the tasks associated with this PWS, the Contractor shall comply with 38 U.S.C  
 1379 Part 17

- 1380
- [www.law.cornell.edu/cfr/text/38/chapter-I](http://www.law.cornell.edu/cfr/text/38/chapter-I)
  - 1381 • All applicable HIPAA regulations

1382 **3 SCOPE OF WORK (Attachment 1: Service Dog Population)**

1383 The purpose of this procurement action is to acquire veterinary health insurance coverage for all current  
 1384 eligible Veteran-owned Service Dogs approved by the VA to receive veterinary-health care benefits and for  
 1385 all Service Dogs who become eligible for veterinary-health care benefits during the period of performance  
 1386 of the contract. Each dog must meet the clinical definition of vision, hearing, and/or mobility service dogs  
 1387 as defined in Section 5.2.2 below. Currently, there are approximately 369 Service Dogs that are eligible to  
 1388 be covered by veterinary health insurance (Attachment 1). Coverage will include Service Dogs owned by  
 1389 disabled Veterans throughout the United States and U.S. territories as further defined in Sections 5.2.1,  
 1390 5.2.1.1 and 5.2.1.2 of this document. The Service Dogs are privately owned by Veterans suffering from  
 1391 visual, hearing and/or substantial mobility impairments. The Contractor shall provide VA with full  
 1392 comprehensive, quality veterinary health care insurance coverage for all Service Dogs regardless of age,  
 1393 breed, geographic location or pre-existing condition as long as the Service Dog is determined capable of  
 1394 performing as a Service Dog. The insurance coverage shall include both a comprehensive wellness plan as  
 1395 well as sick/injured insurance coverage and is further detailed in Section 6 of this PWS. The Contractor  
 1396 shall reimburse properly state licensed veterinarians for services and/or supplies rendered in accordance  
 1397 with Part 5 of this PWS.

1398 **4 PERFORMANCE DETAILS**1399 **4.1 Contract Type**

1400 This is a competitive acquisition for the award of a Firm Fixed Price service contract.

1401 **4.2 Performance Period**

1402 Period of performance is one (1) base year from time of award with four (4) one (1) year options.

1403 **4.3 Place of Performance (See Attachment 2: Geographic Regional Map)**

1404  
 1405 The Contractor shall provide veterinary health insurance for Service Dogs located throughout the United  
 1406 States, US territories, and the Philippines. Coverage is broken out into two geographical regions (Eastern  
 1407 Region defined in Section 5.2.1.1 and Western Region defined in 5.3.1.1) to include US Outlying  
 1408 Territories and Philippines. Puerto Rico and US Virgin Islands is included in the Eastern Region. Guam  
 1409 and Philippines is included in the Western Region (Attachment 2).

1410 **4.3.1 Eastern Region:**

1411  
 1412 Connecticut, Delaware, Maine, Maryland, Pennsylvania, Massachusetts, New Hampshire, New Jersey,  
 1413 New York, Rhode Island, Vermont, Florida, West Virginia, Virginia, Georgia, Kentucky, South Carolina,  
 1414 North Carolina, Tennessee, Alabama, Louisiana, Mississippi, Arkansas, Illinois, Indiana, Michigan, Ohio,  
 1415 Wisconsin, Puerto Rico, US Virgin Islands

1416 **4.3.2 Western Region:**

1417  
 1418 Arizona, New Mexico, Texas, Oklahoma, Minnesota, Alaska, Hawaii, Washington, Oregon, Idaho,  
 1419 California, Colorado, Montana, Utah, Wyoming, Nevada, Iowa, Kansas, Missouri, Nebraska, North  
 1420 Dakota, South Dakota, Guam, Philippines  
 1421

1422 **4.3.3 Clinical Definition of Vision, Hearing, and Mobility Guide and Service Dogs**

1423 Each Service Dog approved by the VA will meet one or more of the following clinical definitions:

1424 **4.3.3.1 Guide Dog (GD):**

1425 A GD is a dog for the visually impaired that has been trained by a bona fide GD school to guide and provide  
 1426 other specialized services to a blind or visually impaired person. :

1427 **4.3.3.2 Service Dog:**

1428 A service dog is a dog that works with an individual with one or more disabilities. Service Dogs are  
 1429 trained to perform a wide range of tasks that mitigate a variety of disabilities, including but not limited to:  
 1430 bracing, retrieving, alerting to a medical crisis, and providing assistance in a medical crisis. Service Dogs  
 1431 can be partnered with adults with disabilities requiring a wheelchair, someone who needs help walking  
 1432 and/or balancing, or someone who has disabling seizures. Service Dogs are trained to do tasks to mitigate  
 1433 their partners' disabilities. The presence of a dog for protection, personal defense, or solely for comfort  
 1434 does not qualify that dog as a Service Dog.

1435 **4.3.3.2.1 Hearing Dog (HD):**

1436 A HD is a service dog specifically trained to assist persons with deafness or severe hearing impairment by  
 1437 alerting the partner to environmental sounds such as doorbells, smoke alarms, telephones, baby crying,  
 1438 alarm clocks, intruders, or other noises. HDs are trained to alert their owners by touch and lead them to  
 1439 everyday sounds. HDs may be used outside the home to alert to traffic hazards or sirens.

1440 **4.3.3.2.2 Mobility Dog (MD):**

1441 A MD is a service dog specifically trained to provide physical assistance to a person with a physical  
 1442 disability that impacts gait, balance, strength, dexterity or other musculoskeletal or neurological  
 1443 functioning associated with mobility. The dog may provide assistance for maneuvering and navigation in  
 1444 conjunction with mobility assistive devices. To assist with environmental control and activities of daily  
 1445 living, the dogs are commonly trained to retrieve objects, open and close doors, assist with dressing  
 1446 activities, and operate light switches.

1447 **4.3.3.2.3 Seizure Response Dog (SRD).**

1448 A SRD is a service dog specifically trained to recognize that a person is having a seizure and to provide  
 1449 support to the person during the seizure (ictal period) and after the seizure when the person is recovering  
 1450 (post-ictal interval). The support that a SRD can provide may include, but is not limited to: 1) contacting  
 1451 via a dedicated phone, an emergency medical service (typically “911”) or a family member or other specific  
 1452 individual who can provide human support to the Veteran; 2) retrieving water, medication or other  
 1453 supportive material for the Veteran when the Veteran regains consciousness in the post-ictal period; 3)  
 1454 providing bracing support to the Veteran during the post-ictal period to facilitate the ability of the Veteran  
 1455 to rise from the floor or wherever the Veteran is during the seizure. SRDs do not abort seizures, cannot be  
 1456 expected to break the fall of a person having a seizure, and cannot prevent persons having a seizure from  
 1457 injury due to activities such as biting one’s tongue or choking

1458 **4.4 Eligibility for Insurance**

1459 Service Dogs must maintain ability to function as a Service Dog in order to be eligible to receive veterinary  
 1460 health insurance coverage. If at any time VA learns from any source that a Service Dog is unable to  
 1461 maintain that role, or VA makes a clinical determination that the Veteran no longer requires the Service  
 1462 Dog, the Service Dog will no longer be eligible to receive insurance benefits and VA will notify the  
 1463 Contractor to terminate the individual policy for that Service Dog in accordance with Section 4.

1464 **4.4.1 Adding Service Dogs to Contract:**

1465 Prior to a Service Dog’s coverage becoming activated, the Contracting Officer’s Representative (COR)  
 1466 shall provide the Contracting Officer with the total number of Service Dogs being added to the contract no  
 1467 later than the 15<sup>th</sup> day of the month in order for issuance of a task order by the first day of the following  
 1468 month. All required coverage will be procured via task order issuance. In addition, the COR must  
 1469 provide the following data to the Contractor no later than the 15<sup>th</sup> day of the month in order for required  
 1470 coverage(s) to commence by the 1<sup>st</sup> day of the following month:

- 1471
- 1472 • Veteran’s name
- 1473 • Service dog’s name
- 1474 • Service dog’s age, breed, zip code

1475 During the period of performance of this contract, new Service Dogs will be added via task orders. VA will  
 1476 provide Contractor with written notification/enrollment on behalf of the Veteran of an eligible Service Dog  
 1477 along with the requisite data as defined in Section 7.3 to commence insurance coverage. The Contractor  
 1478 shall provide the Veteran with:

- 1479 - Copy of the insurance policy outlining coverage and toll free hotline information
- 1480 - Insurance identification card

1481 Contractor shall ensure full insurance coverage commences for each Service Dog (added to the contract via  
 1482 task order) by the 1<sup>st</sup> of each month dogs added to the contract of receipt of the task order.

1483 **4.4.2 Deleting Service Dogs from Contract:**

1484 During the period of performance of the contract, VA shall provide Contractor from time to time with  
1485 written notification of insurance termination for a Service Dog. Insurance coverage will end no sooner  
1486 than thirty (30) days after receipt by Contractor of the written notification of insurance termination.

1487 **5 SPECIFIC TASKS AND DELIVERABLES**

1488 The Contractor, which for purposes of this document shall be an insurer, shall provide the following  
1489 deliverables:

1490 The Contractor shall provide comprehensive, quality veterinary health insurance coverage for all eligible  
1491 VA approved Service Dogs as outlined in Sections 5.1 and 5.2

1492 **5.1 Health Insurance Coverage – Wellness Portion**

1493 The Wellness Plan shall cover all Service Dogs approved by VA at time of contract award. If a Service  
1494 Dog has a pre-existing health/physical condition that does not impact or interfere with the dog’s ability to  
1495 perform its Service Dog duties, the Service Dog will be eligible for health insurance coverage as defined in  
1496 Sections 5.1 and 5.2. The Contractor shall bill VA directly for all contractually agreed to insurance  
1497 premiums. There shall be no copayments or deductibles associated with this Health Insurance coverage  
1498 policy.

1499 **5.1.1 Wellness Coverage shall include the following vaccinations (vaccinations recommended by**  
1500 **veterinarians will vary per dog per region)**

- 1501 • Distemper Parvo
- 1502 • Leptospirosis
- 1503 • Hepatitis
- 1504 • Rabies
- 1505 • Lyme Disease
- 1506 • Bordetella (2 per year)

1507 **5.1.2 \*Wellness Coverage shall include the following Annual Comprehensive Exams:**

- 1508 • Ooscopic Exam
- 1509 • Ophthalmic Exam
- 1510 • Rectal Exam
- 1511 • Dental Exam
- 1512 • Neurologic Exam
- 1513 • Cardiovascular Evaluation
- 1514 • Weight/Nutritional Counseling
- 1515 • Coat & Skin Evaluation
- 1516 • Abdominal Palpation
- 1517 • Urogenital Evaluation
- 1518 • Musculoskeletal Evaluation
- 1519 • Pulmonary/Lung Evaluation
- 1520 • Tonometry/Ocular Pressure
- 1521 • Intestinal Parasite Fecal Exam
- 1522 • Roundworm and Hookworm Dewormings
- 1523 • Blood Sample Collect/Prep

- 1524 • Blood Cell Count
- 1525 • Differential Exam of Blood Cells
- 1526 • Internal Organ Function Screens (liver, kidney, calcium/phosphorus, cholesterol and diabetes)
- 1527 • Canine Dental Prophylaxis Protocol (utilizes one blood screening and one internal function
- 1528 screen, listed above)
- 1529 • Urine Sample Collect/Prep – Free Catch
- 1530 • Urinalysis – Individual Tests
- 1531 • Urine Specific Gravity
- 1532 • Urine Sediment Exam
- 1533 • Chest X-Rays (3 views)
- 1534 • Electrocardiograms
- 1535 • Ear Swab and Microscopic Exam

1536 \*Annual Comprehensive Exam is mandatory in order for the Veteran to be eligible for all other  
1537 services provided in this contract. The Annual Comprehensive Exam must be administered no  
1538 sooner than 12 month interval and no farther apart than a 15 month interval from previous Annual  
1539 Comprehensive Exam.\*\* Upon completion of Annual Exam, the Contractor shall obtain from  
1540 the veterinarian, a statement summarizing the overall wellness/serviceability of the Service Dog.  
1541 The Contractor shall submit all examination summaries to the VA via the monthly report. (\*\*In  
1542 the event Veteran fails to have Service Dog examined within the required 15 month period, the  
1543 Veteran may opt to forward to VA a request for waiver citing exceptional circumstances).

1544 Wellness Coverage shall include the following Miscellaneous Items:

- 1545 • Dental Cleaning (sedation/general anesthesia is required for all cleanings)
- 1546 • Grooming (Blind Veteran-owned Service Dogs only)
- 1547 • Heartworm/Lyme/Ehrlichia Test – Rocky Mountain Tick Fever
- 1548 • Free Interstate Health Certificates (when needed)
- 1549 • The VA, and not the Veteran, will be billed for all services associated with this policy. The  
1550 Veteran will be responsible for any cost of care that exceeds the scope of coverage as defined in  
1551 Section 5.1 of this requirement.

1552 Wellness Coverage shall not include the following Miscellaneous Items:

- 1553 • Grooming (with the exception of Blind Veteran-owned Service Dogs)
- 1554 • Nail trimming
- 1555 • Non-sedated teeth cleaning
- 1556 • Non-prescription medications
- 1557 • Non-prescription food
- 1558 • Dietary Supplements
- 1559 • Boarding (other than medically necessary)
- 1560 • Elective surgery

1561 Sick/Injured Insurance Coverage shall include the following:

1562 The policy shall provide full coverage for all treatment (and associated prescription medications)  
1563 determined to be medically necessary, including euthanasia and cremation services, accidents,  
1564 illnesses, emergencies and hereditary conditions.

1565 **5.1.3 Miscellaneous Sick/Injured Insurance Coverage shall include the following:**

- 1566 • The Sick/Injured Policy will not exclude Service Dogs with pre-existing conditions that do not
- 1567 prevent the dog from being a Service Dog.
- 1568 • The VA, and not the Veteran, will be billed for all services associated with this policy. The
- 1569 Veteran will be responsible for any cost of care that is not covered as outlined in Section 5.1.
- 1570 If a dog requires treatment not covered in Section 5.1, the Contractor will, whenever
- 1571 reasonably possible under the circumstances provide advance notice to VA.

1572 **5.1.4 Fit for Service Certification/Recertification Requirements**

1573 Upon successful completion of the annual comprehensive exam and forwarding of each Service Dog's  
 1574 exam summary to VA, the VA will certify or non-certify each Service Dog as fit/unfit for further duty.  
 1575 Insurer shall obtain from the licensed veterinarian performing annual exam(s), a statement  
 1576 summarizing the overall wellness/serviceability of the Service Dog. Contractor shall, in turn, forward  
 1577 all annual exam summaries to VA on a monthly basis in accordance with Section 6.3.1 for all Service  
 1578 Dogs that completed an annual comprehensive exam the preceding month.

1579 **6 REPORTING REQUIREMENTS**

1580  
 1581 The Contractor shall maintain an electronic database of all Service Dogs covered by the insurance to  
 1582 include dates of service and treatment provided. Database shall be accessible to VA via internet during  
 1583 business hours and all data contained in the database shall be shared with VA upon request.

1584 **6.1.1 Monthly Reports**

1585 The Contractor shall electronically provide monthly reports to VA. The monthly report shall provide:

- 1586 • Numerical breakdown of all fitness certifications/non certifications including Veteran's name and
- 1587 Service Dog's name.
- 1588 • Non- certifications shall also include supporting clinical documentation.
- 1589 • Explanation of Benefits provided/not provided including total cost of benefits paid including
- 1590 Veteran's name and Service Dog's name.
- 1591 • Monthly report shall be provided no later than five (5) business days after the end of each month.

1592 **6.1.2 Quarterly Reports**

1593 The Contractor shall electronically provide the VA no later than five (5) business days following the end of  
 1594 each calendar year quarter, Quarterly Reports which shall contain the following data:

- 1595 • Total number of Wellness claims
- 1596 • Total number of Sick/Injured claims
- 1597 • Total number of Service Dogs added to VA's insurance policy
- 1598 • Total number of Service Dogs removed from the VA's insurance policy

1599 **6.1.3 Annual Close-out Report**

1600 No later than thirty (30) days after the end of the Base year and in the event VA exercised its option, no later  
 1601 than thirty (30) days after each option year, the Contractor shall electronically provide to VA a close-out  
 1602 report which shall provide a summary of the following data:

- 1603 • Total Number of participating Service Dogs.
- 1604 • Vaccinations: Number of Service Dogs vaccinated and total costs incurred.
- 1605 • Comprehensive Exam (annual service): Total number of Service Dogs examined and total costs
- 1606 incurred.
- 1607 • Fit for Service Certification: Total number of Service Dogs certified based upon Annual
- 1608 Comprehensive Exam.
- 1609 • Fit for Certification: Total number of Service Dogs failing annual certification.
- 1610 • Teeth cleaning (sedation included in this service): Total number of Service Dogs seen and total
- 1611 costs incurred.
- 1612 • Sick/Injured Services: Total number of cases and total costs incurred.
- 1613 • Miscellaneous services/chargeable itemized breakdown with total costs incurred.
- 1614 • Total number of Service Dogs removed from contract.
- 1615 • Total number of Service Dogs added to contract.

1616 **6.2 Additional Stipulations:**

1617 **Contractor shall provide :**

- 1618
- 1619 • Establishment of a toll-free Customer Hotline providing courteous service for Veterans' use.

1620 **7 GOVERNMENT ROLES AND RESPONSIBILITIES**

1621 **7.1 Points of Contact**

1622 **Contracting Officer (CO):**

1623 The Contracting Officer for this effort is as follows:

1624 Name: Patrick McKeown  
1625 Email: Patrick.McKeown@va.gov  
1626 Telephone: (202) 578-7547

1627 **Contracting Officer's Representative (COR):**

1628 The Contracting Officer's Representative for this contract is:

1629 Name: TBD  
1630 Email: [TBD](#)  
1631 Telephone: TBD

1632 **7.2 Government Authorities**

1633 **7.2.1 CONTRACTING OFFICER (CO)**

1634 The Contracting Officer (CO) has the overall responsibility for the administration of this Contract. The  
1635 CO, without right of delegation, is the only authorized individual to take actions on behalf of the  
1636 Government to amend, modify or deviate from the contract terms, conditions, and/or requirements.

1637 If the Contractor makes any changes at the direction of any person other than the Contracting Officer, the  
1638 change will be considered to have been made without authority and no adjustment will be made to cover  
1639 any increases in charges that may result.

1640 The CO may delegate certain specific responsibilities to its authorized representative – the Contracting  
1641 Officer’s Representative (COR).

1642 **7.2.2 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

1643 The Contracting Officer's Representative (COR) will represent the CO in the administration of technical  
1644 details within the scope of the Contract. The COR is also responsible for the final inspection and  
1645 acceptance of all Contract deliverables and reports, and such other responsibilities as may be specified  
1646 in the Contract. The COR is not otherwise authorized to make any representations or commitments of  
1647 any kind on behalf of the CO or the Government. The COR does not have authority to alter the  
1648 Contractor's obligations or to change the Contract specifications, price, terms or conditions. If, as a  
1649 result of technical discussions, it is desirable to modify Contract obligations or the specification, changes  
1650 will be issued in writing and signed by the CO.

1651 **7.2.3 Government Furnished Materials:**

1652 Prior to activation of each Service Dog’s coverage, the COR shall provide the Contractor with the following  
1653 data:

- 1654
- 1655 • Veteran’s Name
  - 1656 • Veteran’s Address
  - 1657 • Service Dog’s Name
  - 1658 • Service Dog’s Age, Breed , Service Classification
  - 1659 • Photo of Service Dog (when possible)

1660 **8 DATA**

1661 **8.1 Confidentiality of Data and Privacy Act.**

1662 Any information systems involved with this contract are classified as systems of records subject to the  
1663 Privacy Act of 1974 (Public Law 93-579).

1664 The contractor may, during performance, observe or handle information subject to the Privacy Act or other  
1665 Federal regulations. Duplication or disclosure of data and other information to which the contractor will or  
1666 may have access because of this contract is prohibited by law. It is understood that throughout the  
1667 performance of the contract, the contractor may have access to confidential data that is either the sole  
1668 property of VA or is the sole property of other than the contracting parties. The contractor hereby agrees to  
1669 maintain the confidentiality of all such data to which access may be gained throughout contract  
1670 performance, whether title thereto vests in VA or otherwise. The contractor hereby agrees not to disclose  
1671 said data, any interpretation thereof, or data derivative thereto unauthorized parties in contravention of the  
1672 provisions, without the written approval of the CO, or the party in which the title is wholly vested. Also,  
1673 FAR 52.224-1 Privacy Act Notification and FAR 52.224-2, Privacy Act, as stated in Section I, Contract  
1674 Clauses, apply to this contract. All contract personnel performing on this contract will be required to sign  
1675 a Certificate of Confidentiality and Non-Disclosure prior to commencing work. The Certificate will be  
1676 provided and maintained by the COR.

1677 **9 PERFORMANCE REQUIREMENTS SUMMARY**

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**PERFORMANCE REQUIREMENTS SUMMARY**

1680 **OBJECTIVE:** Provide veterinary health care and insurance coverage for all eligible Service Dogs

1681 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%	Online Customer feedback to contractor and/or Government personnel via Customer Hotline
Assure that VA is satisfied with quality of service (timeliness, courtesy, adherence to contracted benefits coverage)	PWS Paragraph 6.2	Receive no more than <u>1</u> valid complaint during a month period.	95%	Online Customer feedback to contractor and/or Government personnel via Customer Hotline
Maintain an electronic database of all participating Service Dogs receiving veterinary care benefits	PWS Paragraph 6	The database may not contain more than <u>5%</u> inaccurate/erroneous information	95%	Monthly/Quarterly /Annual Reports
Provide timely reporting/ notification on items requiring government action	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/Quarterly /Annual Reports
Deliver required reports	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/Quarterly/Annual Reports  Online Customer feedback to contractor and/or Government personnel

1682

1683 See attached document SERVICE DOGSZIP2\_4\_16\_2012.

1684

1685 See attached document US REGIONA MAP (EAST AND WEST).

1686

1687  
1688 **SECTION E - SOLICITATION PROVISIONS**  
1689

1690  
1691 **E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**  
1692

1693 (a) Definitions. As used in this provision--  
1694

1695 "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make  
1696 a determination of fault or liability (e.g., Securities and Exchange Commission Administrative  
1697 Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract  
1698 Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in  
1699 connection with performance of a Federal contract or grant. It does not include agency actions such as  
1700 contract audits, site visits, corrective plans, or inspection of deliverables.  
1701

1702 "Federal contracts and grants with total value greater than \$10,000,000" means--  
1703

1704 (1) The total value of all current, active contracts and grants, including all priced options; and  
1705

1706 (2) The total value of all current, active orders including all priced options under indefinite-delivery,  
1707 indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award  
1708 Schedules).  
1709

1710 "Principal" means an officer, director, owner, partner, or a person having primary management or  
1711 supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a  
1712 division or business segment; and similar positions).  
1713

1714 (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value  
1715 greater than \$10,000,000.  
1716

1717 (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission  
1718 of this offer, that the information it has entered in the Federal Awardee Performance and Integrity  
1719 Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer  
1720 with regard to the following information:  
1721

1722 (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in  
1723 connection with the award to or performance by the offeror of a Federal contract or grant, been the subject  
1724 of a proceeding, at the Federal or State level that resulted in any of the following dispositions:  
1725

1726 (i) In a criminal proceeding, a conviction.  
1727

1728 (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary  
1729 fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.  
1730

1731 (iii) In an administrative proceeding, a finding of fault and liability that results in--  
1732

1733 (A) The payment of a monetary fine or penalty of \$5,000 or more; or  
1734

1735 (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.  
1736

1737 (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or  
1738 compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of  
1739 the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.  
1740

1741 (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this  
1742 provision, whether the offeror has provided the requested information with regard to each occurrence.  
1743

1744 (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in  
1745 FAPIIS as required through maintaining an active registration in the Central Contractor Registration  
1746 database via <https://www.acquisition.gov> (see 52.204-7).  
1747

1748 (End of Provision)  
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DRAFT RFP

**E.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)**

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

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

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

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

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

1837 (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and  
1838 conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted  
1839 will be evaluated separately.

1840 (f) Late submissions, modifications, revisions, and withdrawals of offers.

1841 (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so  
1842 as to reach the Government office designated in the solicitation by the time specified in the solicitation. If  
1843 no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated  
1844 Government office on the date that offers or revisions are due.

1845 (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office  
1846 designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be  
1847 considered unless it is received before award is made, the Contracting Officer determines that accepting the  
1848 late offer would not unduly delay the acquisition; and--

1849 (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it  
1850 was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one  
1851 working day prior to the date specified for receipt of offers; or

1852 (B) There is acceptable evidence to establish that it was received at the Government installation  
1853 designated for receipt of offers and was under the Government's control prior to the time set for receipt of  
1854 offers; or

1855 (C) If this solicitation is a request for proposals, it was the only proposal received.

1856 (ii) However, a late modification of an otherwise successful offer, that makes its terms more  
1857 favorable to the Government, will be considered at any time it is received and may be accepted.

1858 (3) Acceptable evidence to establish the time of receipt at the Government installation includes the  
1859 time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained  
1860 by the installation, or oral testimony or statements of Government personnel.

1861 (4) If an emergency or unanticipated event interrupts normal Government processes so that offers  
1862 cannot be received at the Government office designated for receipt of offers by the exact time specified in  
1863 the solicitation, and urgent Government requirements preclude amendment of the solicitation or other  
1864 notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be  
1865 extended to the same time of day specified in the solicitation on the first work day on which normal  
1866 Government processes resume.

1867 (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt  
1868 of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes  
1869 facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for  
1870 receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer  
1871 may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for  
1872 receipt of offers, the identity of the person requesting withdrawal is established and the person signs a  
1873 receipt for the offer.

1887 (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers  
1888 and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain  
1889 the offeror's best terms from a price and technical standpoint. However, the Government reserves the right  
1890 to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may  
1891 reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive  
1892 informalities and minor irregularities in offers received.

1893  
1894 (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the  
1895 offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not  
1896 be submitted for quantities less than those specified. The Government reserves the right to make an award  
1897 on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror  
1898 specifies otherwise in the offer.

1899  
1900 (i) Availability of requirements documents cited in the solicitation.

1901  
1902 (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR  
1903 Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this  
1904 solicitation may be obtained for a fee by submitting a request to--

1905  
1906 GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW, Washington,  
1907 DC 20407

1908  
1909 Telephone (202) 619-8925 Facsimile (202) 619-8978.

1910  
1911 (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans  
1912 Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions  
1913 cited in this solicitation may be obtained free of charge by submitting a request to the addressee in  
1914 paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

1915  
1916 (2) Most unclassified Defense specifications and standards may be downloaded from the following  
1917 ASSIST websites:

1918 (i) ASSIST (<http://assist.daps.dla.mil>).

1919 (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

1920 (iii) ASSISTdocs.com (<http://assistdocs.com>).

1921  
1922 (3) Documents not available from ASSIST may be ordered from the Department of Defense Single  
1923 Stock Point (DoDSSP) by?

1924 (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

1925 (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

1926 (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA  
1927 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

1928  
1929 (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their  
1930 preparation, publication, or maintenance.

1938 (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and  
1939 offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor  
1940 Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover  
1941 page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that  
1942 identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that  
1943 may be assigned at the discretion of the offeror to establish additional CCR records for identifying  
1944 alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the  
1945 offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An  
1946 offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the  
1947 internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact  
1948 the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for  
1949 a Government contract when contacting the local Dun and Bradstreet office.

1950  
1951 (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission  
1952 of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the  
1953 CCR database prior to award, during performance and through final payment of any contract resulting from  
1954 this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the  
1955 Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful  
1956 registered Offeror. Offerors may obtain information on registration and annual confirmation requirements  
1957 via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or  
1958 269-961-5757.

1959  
1960 (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose  
1961 the following information, if applicable:

- 1962 (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.  
1963  
1964 (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror  
1965 and past performance information on the debriefed offeror.  
1966  
1967 (3) The overall ranking of all offerors, when any ranking was developed by the agency during source  
1968 selection.  
1969  
1970 (4) A summary of the rationale for award;  
1971  
1972 (5) For acquisitions of commercial items, the make and model of the item to be delivered by the  
1973 successful offeror.  
1974  
1975 (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether  
1976 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable  
1977 authorities were followed by the agency.  
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1979 (End of Provision)  
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**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 e-mail to the point of contact indicated in Block 7a of the SF1449 (page 1 of the solicitation) in the volume files herein by the date and time indicated in the Solicitation. Proposals submitted by any other method will not be considered. The use of hyperlinks in proposals is prohibited. Late proposals will not be accepted for evaluation.

The Offeror’s proposal shall consist of the following five (5) volumes:

Volume I	Technical
Volume II	Price
Volume III	Past Performance
Volume IV	Veterans Involvement
Volume V	Certificates and Solicitation Provisions.

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. All files will be submitted as an Acrobat (PDF) file or compatible as indicated in the table:

Volume Number	Factor	File Name	Page Limitations*
Volume I	Technical	Tech.pdf	Thirty (30) pages
Volume II	Price	Price.pdf	None
Volume III	Past Performance	Past Perf.pdf	Ten (10) pages
Volume IV	Veterans Involvement	Veteran.pdf	Five (5) pages
Volume V	Certificates and Solicitation Provisions	Certificates.pdf	None

Page size shall be no greater than 8 1/2" x 11". 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. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. 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 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.

2026 Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by  
 2027 exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to  
 2028 violation of the margin, font or spacing restrictions will not count against the page limitations. The page  
 2029 count will be determined by counting the pages in the order they come up in the print layout view.

2030  
 2031 \*A Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count  
 2032 of the technical Volume. However, be advised that any and all information contained within any Table of  
 2033 Contents and/or glossary of abbreviations or acronyms submitted with an Offeror’s proposal will not be  
 2034 evaluated by the Government.

2035  
 2036 File Packaging. All of the proposal files may be compressed (zipped) into one file entitled “proposal.zip”  
 2037 using WinZip version 6.2 or later version or the proposal files may be submitted individually.

2038  
 2039 Content Requirements. All information shall be confined to the appropriate file. The Offeror shall  
 2040 confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for  
 2041 evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a  
 2042 complete and accurate evaluation of each proposal.

2043  
 2044 VOLUME I – TECHNICAL FACTOR  
 2045 Offerors shall address elements of the PWS and propose a detailed approach to meeting the performance  
 2046 requirements of the solicitation, including, but not limited to:

2047  
 2048 A detailed statement of the offeror’s understanding of requirement to include: (a) an assessment of  
 2049 the offeror’s capacity to fulfill contract requirements, and (b) the offeror’s proposed compliance  
 2050 methodology for each coverage requirement, including all automated requirements. This statement  
 2051 must include the applicable PWS paragraph(s) that the Offeror is addressing.

2052  
 2053 VOLUME II – PRICE FACTOR  
 2054 Offeror shall provide a price table in the following format in Volume II – Price Factor:

CLIN	Quantity	Unit Price	Total
0001 (Base)	370	\$	\$
1001 (Option Period 1)	370	\$	\$
2001 (Option Period 2)	370	\$	\$
3001 (Option Period 3)	370	\$	\$
4001 (Option Period 4)	370	\$	\$

2055  
 2056 The government expects the quantity of service dogs to increase after the award of the initial task order  
 2057 policy of 370. The offeror shall provide discount terms for quantities in excess of 370 policies. For  
 2058 example, offerors could propose increasing volume discounts for the total quantity for each additional  
 2059 policy above 370.

2060  
 2061 Example:

Quantity	Volume/Percent Discount
371-400	1% reduction of unit price
401-450	2%
451-500	3%
501-1000	4%
>1001	5%

2062  
 2063

2064 VOLUME III – PAST PERFORMANCE FACTOR

2065 Offerors shall submit a list of prior group health insurance policies it insured as either the prime or  
2066 sub-contractor at any point during the three (3) years immediately preceding the proposal submission date,  
2067 which are relevant to the efforts required by this solicitation. (For the purpose of this solicitation, a major  
2068 subcontractor is defined as one whose subcontract is for more than 30% of the total proposed price.).  
2069 This section shall include the following information:

2070  
2071 Organizational reference name(s) and address(es) to which offeror provided same or similar  
2072 insurance service;

2073  
2074 Point of contact name(s) and title(s), email address(es), and telephone number(s);

2075  
2076 Brief description/narrative of type of coverage provided, including number and type of insured  
2077 animals;

2078  
2079 Terms, conditions, and period of performance of coverage provided;

2080  
2081 Total dollar value of each contract(s)/policy(ies).

2082  
2083 Performance. Offerors shall provide a specific narrative explanation of each reference listed  
2084 above describing the objectives achieved and detailing how the effort is relevant to the  
2085 requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original  
2086 schedule or technical performance requirements, provide a brief explanation of the reason(s) for the  
2087 shortcoming(s) and any corrective action(s) taken to avoid recurrence.

2088  
2089 Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will  
2090 be assigned for performance within the Offeror's corporate entity and among the proposed  
2091 subcontractors. The information provided for the prime Offeror and each proposed major  
2092 subcontractor must include the entire company name, company address, CAGE Code, DUNS  
2093 Number and type of work to be performed by citing the applicable Government PWS paragraph  
2094 number.

2095  
2096 New Corporate Entities. New corporate entities may submit data on prior contracts involving its  
2097 officers and employees. However, in addition to the other requirements in this section, the Offeror  
2098 shall discuss in detail the role performed by such persons in the prior contracts cited. Information  
2099 should be included in the files described in the sections above.

2100  
2101 VOLUME IV – VETERANS INVOLVEMENT

2102 For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of  
2103 compliance that it qualifies as an SDVOSB or a VOSB in accordance with VAAR 852.215-70,  
2104 Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. Offerors are  
2105 cautioned that they must be registered and verified in the Vendor Information Pages (VIP) database  
2106 (<http://www.VetBiz.gov>).

2107  
2108 For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an offeror must state in its  
2109 proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a  
2110 brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed  
2111 SDVOSB/VOSB subcontractors must be registered and verified in the VIP database  
2112 (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran's Involvement Factor.

2113

2114 With regard to the requirements for registration and verification in the VetBiz database, reference VAAR  
2115 804.1102.

2116  
2117 At the Offeror's sole discretion, provide information in accordance with VAAR Subpart 852.219-72,  
2118 Evaluation Factor for Participation in the VA Mentor-Protégé Program.

2119  
2120 **VOLUME V – CERTIFICATES & SOLICITATION PROVISIONS**

2121 This volume shall include the following:

2122  
2123 Proposal Summary/Cover Sheet to include:

2124 Date submitted

2125 Contractor's name

2126 Contractor technical lead contact information;

2127  
2128 All subcontractor(s) (as applicable) and the description of their planned subcontracting effort;

2129  
2130 Statement that the contractor's proposal remains valid for a minimum of one hundred and twenty  
2131 (120) days from the RFP closing date.

2132  
2133 Solicitation Provisions: Completed copies of FAR 52.209-5, Certification Regarding

2134  
2135 Responsibility Matters (APR 2010) Copy of signed SF 1449 and any SF30 Solicitation  
2136 Amendments, if applicable.

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2138  
2139 (End of Addendum to 52.212-1)

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### **E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

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

1. TECHNICAL FACTOR
2. PRICE FACTOR
3. PAST PERFORMANCE FACTOR
4. VETERANS INVOLVEMENT FACTOR

To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor. The non-Price Factors 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. 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.

Basis of Award Any award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four following evaluation factors: Technical, Price, Past Performance, and Veterans Involvement. The Technical Factor is slightly more important than the Price Factor, which is slightly more important than the Past Performance Factor, which is slightly more important than Veterans Involvement. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor. The non-Price Factors 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.

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 discussion 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 rated 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 evaluation process will consider the following:

**Understanding of the Requirements.** The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in providing solutions for the requirements and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

**Completeness.** The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation.

2215 The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e.  
2216 met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

2217  
2218 Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed  
2219 approach is workable and the end results achievable. The proposal will be evaluated to determine the level  
2220 of confidence provided the Government with respect to the Offeror's methods and approach in successfully  
2221 meeting and/or exceeding the requirements in a timely manner.

2222  
2223 PRICE FACTOR EVALUATION APPROACH Price Analysis. The Government will evaluate offers for  
2224 award purposes by adding the total price for all options to the total price for the basic requirement. The  
2225 Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.  
2226 Evaluation of options shall not obligate the Government to exercise the option(s).

2227  
2228  
2229 PAST PERFORMANCE FACTOR EVALUATION APPROACH The Past Performance evaluation will  
2230 assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's  
2231 requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to  
2232 the proposed prime contractor (and all team members, if applicable) and all proposed major  
2233 subcontractor(s). A major subcontractor is defined as one who will be providing more than 30% of the  
2234 total proposed work. In that case, the prime contractor (and all team members, if applicable) and proposed  
2235 major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to  
2236 derive the Offeror's Past Performance rating.

2237  
2238 The Government will conduct a performance risk assessment based on the quality, relevancy and recency  
2239 of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability  
2240 of successful accomplishment of the required effort. Offerors are cautioned that the Government will  
2241 review available past performance data available in the Past Performance Information Retrieval System  
2242 (PPIRS) and Federal Awardee Performance and Integrity Information System (FAPIIS). The Government  
2243 reserves the right to obtain past performance information from any available source and may contact  
2244 customers other than those identified by the Offeror when evaluating past performance. Since the  
2245 Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon  
2246 the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of  
2247 proving low performance risk rests with the Offerors. In the case of an Offeror without a record of relevant  
2248 and recent past performance or for whom information on past performance is not available, the Offeror may  
2249 not be evaluated favorably or unfavorably on past performance.

2250  
2251 VETERANS INVOLVEMENT EVALUATION APPROACH In accordance with VAAR 852.215-70,  
2252 Service-Disabled Veteran-Owned (SDVOSB) and Veteran-Owned Small Business (VOSB) Evaluation  
2253 Factors, the Government will assign evaluation credit for an Offeror (prime contractor) which is an  
2254 SDVOSB or an VOSB. Non- SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as  
2255 subcontractors will receive some consideration under this evaluation Factor. In accordance with VAAR  
2256 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program, the Government will  
2257 assign credit to non-SDVOSB/VOSBs with approved Mentor-Protégé Agreements.

2258  
2259 (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful  
2260 offeror within the time for acceptance specified in the offer, shall result in a binding contract without further  
2261 action by either party. Before the offer's specified expiration time, the Government may accept an offer (or  
2262 part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal  
2263 is received before award.

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2265 (End of Provision)

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**E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (APR 2012)**

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

(a) Definitions. As used in this provision--

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

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

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

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

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

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

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

2317  
2318 (9) FSC 9620, Minerals, Natural and Synthetic; and  
2319

2320 (10) FSC 9630, Additive Metal Materials.  
2321

2322 "Place of manufacture" means the place where an end product is assembled out of components, or  
2323 otherwise made or processed from raw materials into the finished product that is to be provided to the  
2324 Government. If a product is disassembled and reassembled, the place of reassembly is not the place of  
2325 manufacture.  
2326

2327 "Restricted business operations" means business operations in Sudan that include power production  
2328 activities, mineral extraction activities, oil-related activities, or the production of military equipment, as  
2329 those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).  
2330 Restricted business operations do not include business operations that the person (as that term is defined in  
2331 Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can  
2332 demonstrate--  
2333

2334 (1) Are conducted under contract directly and exclusively with the regional government of southern  
2335 Sudan;  
2336

2337 (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the  
2338 Department of the Treasury, or are expressly exempted under Federal law from the requirement to be  
2339 conducted under such authorization;  
2340

2341 (3) Consist of providing goods or services to marginalized populations of Sudan;  
2342

2343 (4) Consist of providing goods or services to an internationally recognized peacekeeping force or  
2344 humanitarian organization;  
2345

2346 (5) Consist of providing goods or services that are used only to promote health or education; or  
2347

2348 (6) Have been voluntarily suspended.  
2349

2350 "Sensitive technology"--  
2351

2352 (1) Means hardware, software, telecommunications equipment, or any other technology that is to be  
2353 used specifically--  
2354

2355 (i) To restrict the free flow of unbiased information in Iran; or  
2356

2357 (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and  
2358

2359 (2) Does not include information or informational materials the export of which the President does not  
2360 have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency  
2361 Economic Powers Act (50 U.S.C. 1702(b)(3)).  
2362

2363 "Service-disabled veteran-owned small business concern"--  
2364

2365 (1) Means a small business concern--  
2366

2367 (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the  
2368 case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more  
2369 service-disabled veterans; and

2370  
2371 (ii) The management and daily business operations of which are controlled by one or more  
2372 service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability,  
2373 the spouse or permanent caregiver of such veteran.

2374  
2375 (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is  
2376 service-connected, as defined in 38 U.S.C. 101(16).

2377  
2378 "Small business concern" means a concern, including its affiliates, that is independently owned and  
2379 operated, not dominant in the field of operation in which it is bidding on Government contracts, and  
2380 qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

2381  
2382 "Subsidiary" means an entity in which more than 50 percent of the entity is owned--

2383  
2384 (1) Directly by a parent corporation; or

2385  
2386 (2) Through another subsidiary of a parent corporation.

2387  
2388 "Veteran-owned small business concern" means a small business concern--

2389  
2390 (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.  
2391 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is  
2392 owned by one or more veterans; and

2393  
2394 (2) The management and daily business operations of which are controlled by one or more veterans.

2395  
2396 "Women-owned business concern" means a concern which is at least 51 percent owned by one or more  
2397 women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or  
2398 more women; and whose management and daily business operations are controlled by one or more women.

2399  
2400 "Women-owned small business concern" means a small business concern--

2401  
2402 (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned  
2403 business, at least 51 percent of the stock of which is owned by one or more women; and

2404  
2405 (2) Whose management and daily business operations are controlled by one or more women.

2406  
2407 "Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance  
2408 with 13 CFR part 127), means a small business concern that is at least 51 percent directly and  
2409 unconditionally owned by, and the management and daily business operations of which are controlled by,  
2410 one or more women who are citizens of the United States.

2411  
2412 (b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph  
2413 (b)(2) of this provision do not automatically change the representations and certifications posted  
2414 electronically on the Online Representations and Certifications Application (ORCA) website.

2415  
2416 (2) The offeror has completed the annual representations and certifications electronically via the  
2417 ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database

2418 information, the offeror verifies by submission of this offer that the representations and certifications  
2419 currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial  
2420 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to  
2421 this solicitation (including the business size standard applicable to the NAICS code referenced for this  
2422 solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201),  
2423 except for paragraphs n/a.  
2424

2425 (c) Offerors must complete the following representations when the resulting contract will be performed  
2426 in the United States or its outlying areas. Check all that apply.  
2427

2428 (1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small  
2429 business concern.  
2430

2431 (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small  
2432 business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it   
2433 is,  is not a veteran-owned small business concern.  
2434

2435 (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented  
2436 itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror  
2437 represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business  
2438 concern.  
2439

2440 (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small  
2441 business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical  
2442 purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.  
2443

2444 (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small  
2445 business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a  
2446 women-owned small business concern.  
2447

2448 Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified  
2449 acquisition threshold.  
2450

2451 (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself  
2452 as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents  
2453 that--  
2454

2455 (i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the  
2456 required documents to the WOSB Repository, and no change in circumstances or adverse decisions have  
2457 been issued that affects its eligibility; and  
2458

2459 (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the  
2460 representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the  
2461 WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB  
2462 concern eligible under the WOSB Program and other small businesses that are participating in the joint  
2463 venture:\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the  
2464 joint venture shall submit a separate signed copy of the WOSB representation.  
2465

2466 (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only  
2467 if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this  
2468 provision.] The offeror represents that--

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

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

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

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

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

\_\_\_\_\_

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

(i) General. The offeror represents that either--

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

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

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

2520 (11) HUBZone small business concern. [Complete only if the offeror represented itself as a small  
2521 business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--  
2522

2523 (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on  
2524 the List of Qualified HUBZone Small Business Concerns maintained by the Small Business  
2525 Administration, and no material change in ownership and control, principal office, or HUBZone employee  
2526 percentage has occurred since it was certified by the Small Business Administration in accordance with 13  
2527 CFR Part 126; and  
2528

2529 (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the  
2530 representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern  
2531 or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the  
2532 HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]  
2533 Each HUBZone small business concern participating in the joint venture shall submit a separate signed  
2534 copy of the HUBZone representation.  
2535

2536 (d) Representations required to implement provisions of Executive Order 11246--  
2537

2538 (1) Previous contracts and compliance. The offeror represents that--  
2539

2540 (i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal  
2541 Opportunity clause of this solicitation; and  
2542

2543 (ii) It [ ] has, [ ] has not filed all required compliance reports.  
2544

2545 (2) Affirmative Action Compliance. The offeror represents that--  
2546

2547 (i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each  
2548 establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41  
2549 CFR parts 60-1 and 60-2), or  
2550

2551 (ii) It [ ] has not previously had contracts subject to the written affirmative action programs  
2552 requirement of the rules and regulations of the Secretary of Labor.  
2553

2554 (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only  
2555 if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of  
2556 its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for  
2557 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an  
2558 officer or employee of Congress or an employee of a Member of Congress on his or her behalf in  
2559 connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of  
2560 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall  
2561 complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to  
2562 provide the name of the registrants. The offeror need not report regularly employed officers or employees  
2563 of the offeror to whom payments of reasonable compensation were made.  
2564

2565 (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR)  
2566 52.225-1, Buy American Act--Supplies, is included in this solicitation.)  
2567

2568 (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision,  
2569 is a domestic end product and that for other than COTS items, the offeror has considered components of  
2570 unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall

2571 list as foreign end products those end products manufactured in the United States that do not qualify as  
2572 domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in  
2573 paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf  
2574 (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United  
2575 States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."  
2576

2577 (2) Foreign End Products:

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

2587 [List as necessary]

2588 (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part  
2589 25.   
2590

2591 (g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the  
2592 clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this  
2593 solicitation.)  
2594

2595 (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii)  
2596 of this provision, is a domestic end product and that for other than COTS items, the offeror has considered  
2597 components of unknown origin to have been mined, produced, or manufactured outside the United States.  
2598 The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf  
2599 (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade  
2600 Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United  
2601 States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade  
2602 Agreements-Israeli Trade Act."  
2603

2604 (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products  
2605 (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in  
2606 the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":  
2607

2608 Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or  
2609 Peruvian End Products) or Israeli End Products:

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

2619 [List as necessary]

2620  
2621

(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 Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

2673	Line Item No.	Country of Origin
2674		
2675	_____	_____
2676		
2677	_____	_____
2678		
2679	_____	_____

2680  
2681 [List as necessary]

2682  
2683 (4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If  
2684 Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph  
2685 (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2686  
2687 (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end  
2688 products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end  
2689 products as defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements  
2690 -- Israeli Trade Act":

2691  
2692 Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or  
2693 Peruvian End Products) or Israeli End Products:

2694	Line Item No.	Country of Origin
2695		
2696	_____	_____
2697		
2698	_____	_____
2699		
2700	_____	_____
2701		

2702  
2703 [List as necessary]

2704  
2705 (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is  
2706 included in this solicitation.)

2707  
2708 (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this  
2709 provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation  
2710 entitled "Trade Agreements."

2711  
2712 (ii) The offeror shall list as other end products those end products that are not U.S.-made or  
2713 designated country, end products.

2714  
2715 Other End Products:

2716	Line Item No.	Country of Origin
2717		
2718	_____	_____
2719		
2720	_____	_____
2721		
2722	_____	_____
2723		

2724  
2725 [List as necessary]

2726  
2727 (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR  
2728 Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or  
2729 designated country end products without regard to the restrictions of the Buy American Act. The  
2730 Government will consider for award only offers of U.S.-made or designated country end products unless  
2731 the Contracting Officer determines that there are no offers for such products or that the offers for such  
2732 products are insufficient to fulfill the requirements of the solicitation.

2733  
2734 (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the  
2735 contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best  
2736 of its knowledge and belief, that the offeror and/or any of its principals--

2737  
2738 (1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible  
2739 for the award of contracts by any Federal agency;

2740  
2741 (2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a  
2742 civil judgment rendered against them for: commission of fraud or a criminal offense in connection with  
2743 obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract;  
2744 violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of  
2745 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax  
2746 evasion, violating Federal criminal tax laws, or receiving stolen property;

2747  
2748 (3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a  
2749 Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause;  
2750 and

2751  
2752 (4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any  
2753 delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

2754  
2755 (i) Taxes are considered delinquent if both of the following criteria apply:  
2756  
2757 (A) The tax liability is finally determined. The liability is finally determined if it has been  
2758 assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In  
2759 the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal  
2760 rights have been exhausted.

2761  
2762 (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has  
2763 failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases  
2764 where enforced collection action is precluded.

2765  
2766 (ii) Examples.  
2767  
2768 (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which  
2769 entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax  
2770 because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax  
2771 liability until the taxpayer has exercised all judicial appeal rights.

2772  
2773 (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the  
2774 taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

2775 the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS  
2776 determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the  
2777 underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not  
2778 a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not  
2779 be a final tax liability until the taxpayer has exercised all judicial appeal rights.  
2780

2781 (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The  
2782 taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not  
2783 delinquent because the taxpayer is not currently required to make full payment.  
2784

2785 (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because  
2786 enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).  
2787

2788 (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order  
2789 13126).

2790 (1) Listed end products.

2791 Listed End Product Listed Countries of Origin

2792  
2793  
2794  
2795  
2796  
2797  
2798  
2799  
2800  
2801 (2) Certification. [If the Contracting Officer has identified end products and countries of origin in  
2802 paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the  
2803 appropriate block.]  
2804

2805 [ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was  
2806 mined, produced, or manufactured in the corresponding country as listed for that product.  
2807

2808 [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was  
2809 mined, produced, or manufactured in the corresponding country as listed for that product. The offeror  
2810 certifies that it has made a good faith effort to determine whether forced or indentured child labor was used  
2811 to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those  
2812 efforts, the offeror certifies that it is not aware of any such use of child labor.  
2813

2814 (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of  
2815 manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of  
2816 manufacture of the end products it expects to provide in response to this solicitation is predominantly--  
2817

2818 (1)  In the United States (Check this box if the total anticipated price of offered end products  
2819 manufactured in the United States exceeds the total anticipated price of offered end products manufactured  
2820 outside the United States); or

2821 (2)  Outside the United States.  
2822  
2823

2824 (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by  
2825 the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance  
2826 by its subcontractor if it subcontracts out the exempt services.)

2827  
2828 [ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).  
2829 The offeror [ ] does [ ] does not certify that--

2830  
2831 (i) The items of equipment to be serviced under this contract are used regularly for other than  
2832 Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt  
2833 subcontract) in substantial quantities to the general public in the course of normal business operations;

2834  
2835 (ii) The services will be furnished at prices which are, or are based on, established catalog or market  
2836 prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

2837  
2838 (iii) The compensation (wage and fringe benefits) plan for all service employees performing work  
2839 under the contract will be the same as that used for these employees and equivalent employees servicing the  
2840 same equipment of commercial customers.

2841  
2842 [ ] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not  
2843 certify that--

2844  
2845 (i) The services under the contract are offered and sold regularly to non-Governmental customers,  
2846 and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public  
2847 in substantial quantities in the course of normal business operations;

2848  
2849 (ii) The contract services will be furnished at prices that are, or are based on, established catalog or  
2850 market prices (see FAR 22.1003-4(d)(2)(iii));

2851  
2852 (iii) Each service employee who will perform the services under the contract will spend only a small  
2853 portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized  
2854 basis, or less than 20 percent of available hours during the contract period if the contract period is less than  
2855 a month) servicing the Government contract; and

2856  
2857 (iv) The compensation (wage and fringe benefits) plan for all service employees performing work  
2858 under the contract is the same as that used for these employees and equivalent employees servicing  
2859 commercial customers.

2860  
2861 (3) If paragraph (k)(1) or (k)(2) of this clause applies--

2862  
2863 (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting  
2864 Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify  
2865 the Contracting Officer as soon as possible; and

2866  
2867 (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the  
2868 certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in  
2869 paragraph (k)(3)(i) of this clause.

2870  
2871 (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the  
2872 offeror is required to provide this information to a central contractor registration database to be eligible for  
2873 award.)

2874

2875 (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this  
2876 provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting  
2877 requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal  
2878 Revenue Service (IRS).

2879  
2880 (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising  
2881 out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is  
2882 subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be  
2883 matched with IRS records to verify the accuracy of the offeror's TIN.

2884  
2885 (3) Taxpayer Identification Number (TIN).

2886  
2887  TIN: \_\_\_\_\_.

2888  
2889  TIN has been applied for.

2890  
2891  TIN is not required because:

2892  
2893  Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have  
2894 income effectively connected with the conduct of a trade or business in the United States and does not have  
2895 an office or place of business or a fiscal paying agent in the United States;

2896  
2897  Offeror is an agency or instrumentality of a foreign government;

2898  
2899  Offeror is an agency or instrumentality of the Federal Government.

2900  
2901 (4) Type of organization.

2902  
2903  Sole proprietorship;

2904  
2905  Partnership;

2906  
2907  Corporate entity (not tax-exempt);

2908  
2909  Corporate entity (tax-exempt);

2910  
2911  Government entity (Federal, State, or local);

2912  
2913  Foreign government;

2914  
2915  International organization per 26 CFR 1.6049-4;

2916  
2917  Other \_\_\_\_\_.

2918  
2919 (5) Common parent.

2920  
2921  Offeror is not owned or controlled by a common parent;

2922  
2923  Name and TIN of common parent:

2924  
2925 Name \_\_\_\_\_.

2926  
2927 TIN \_\_\_\_\_.

2928  
2929 (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the  
2930 offeror does not conduct any restricted business operations in Sudan.

2931  
2932 (n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue  
2933 Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted  
2934 domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

2935  
2936 (2) Representation. By submission of its offer, the offeror represents that--

2937 (i) It is not an inverted domestic corporation; and

2938  
2939 (ii) It is not a subsidiary of an inverted domestic corporation.

2940  
2941 (o) Sanctioned activities relating to Iran.

2942 (1) The offeror shall email questions concerning sensitive technology to the Department of State at  
2943 CISADA106@state.gov.

2944 (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in  
2945 paragraph (o)(3) of this provision, by submission of its offer, the offeror--

2946  
2947 (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive  
2948 technology to the government of Iran or any entities or individuals owned or controlled by, or acting on  
2949 behalf or at the direction of, the government of Iran; and

2950 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any  
2951 activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

2952  
2953 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply  
2954 if--

2955 (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable  
2956 agency provision); and

2957 (ii) The offeror has certified that all the offered products to be supplied are designated country end  
2958 products.

2959  
2960 (End of Provision)

2961  
2962 **E.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

2963 The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from  
2964 this solicitation.

2965 (End of Provision)

2966 52.216-27

SINGLE OR MULTIPLE AWARDS

OCT 1995

2967  
2968 **E.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

2977  
2978 Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best  
2979 interests, the Government will evaluate offers for award purposes by adding the total price for all options to  
2980 the total price for the basic requirement. Evaluation of options will not obligate the Government to  
2981 exercise the option(s).

2982  
2983 (End of Provision)

2984  
2985 **E.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

2986  
2987 (a) General. This provision is used to assess an offeror's small disadvantaged business status for the  
2988 purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small  
2989 disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small  
2990 Business Program Representation.

2991 (b) Representations.

2992  
2993  
2994 (1) General. The offeror represents, as part of its offer, that it is a small business under the size  
2995 standard applicable to this acquisition; and either--

2996  
2997 [ ] (i) It has received certification by the Small Business Administration as a small disadvantaged  
2998 business concern consistent with 13 CFR 124, Subpart B; and

2999  
3000 (A) No material change in disadvantaged ownership and control has occurred since its  
3001 certification;

3002  
3003 (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each  
3004 individual upon whom the certification is based does not exceed \$750,000 after taking into account the  
3005 applicable exclusions set forth at 13 CFR 124.104(c)(2); and

3006  
3007 (C) It is identified, on the date of its representation, as a certified small disadvantaged business  
3008 concern in the database maintained by the Small Business Administration (PRO-Net); or

3009  
3010 [ ] (ii) It has submitted a completed application to the Small Business Administration or a Private  
3011 Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart  
3012 B, and a decision on that application is pending, and that no material change in disadvantaged ownership  
3013 and control has occurred since its application was submitted.

3014  
3015 (2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that  
3016 complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of  
3017 this provision is accurate for the small disadvantaged business concern that is participating in the joint  
3018 venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating  
3019 in the joint venture: \_\_\_\_\_.]

3020  
3021 (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a  
3022 concern for the purposes of securing a contract or subcontract shall:

3023  
3024 (1) Be punished by imposition of a fine, imprisonment, or both;

3025  
3026 (2) Be subject to administrative remedies, including suspension and debarment; and  
3027

3028 (3) Be ineligible for participation in programs conducted under the authority of the Small Business  
3029 Act.

3030			
3031		(End of Provision)	
3032	52.219-24	SMALL DISADVANTAGED BUSINESS	OCT 2000
3033		PARTICIPATION PROGRAM--TARGETS	
3034	52.225-25	PROHIBITION ON CONTRACTING WITH	NOV 2011
3035		ENTITIES ENGAGING IN SANCTIONED	
3036		ACTIVITIES RELATING TO IRAN--	
3037		REPRESENTATION AND CERTIFICATION	
3038	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER	MAY 1999
3039		INFORMATION WITH OFFER	
3040			

3041 **E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)**

3042  
3043 (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly  
3044 with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),  
3045 shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated  
3046 acknowledgment of receipt from: Patrick McKeown

3047 Contracting Officer

3048  
3049 Hand-Carried Address:

3050  
3051 US Department of Veterans Affairs  
3052 Strategic Acquisition Center  
3053 10300 Spotsylvania Ave.  
3054 STE 400  
3055 Fredericksburg VA 22408

3056  
3057  
3058 Mailing Address:

3059  
3060 US Department of Veterans Affairs  
3061 Strategic Acquisition Center  
3062 10300 Spotsylvania Ave.  
3063 STE 400  
3064 Fredericksburg VA 22408

3065  
3066 (b) The copy of any protest shall be received in the office designated above within one day of filing a  
3067 protest with the GAO.

3068  
3069 (End of Provision)

3070  
3071 **E.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB**  
3072 **1998)**

3073  
3074 This solicitation incorporates one or more solicitation provisions by reference, with the same force and  
3075 effect as if they were given in full text. Upon request, the Contracting Officer will make their full text  
3076 available. The offeror is cautioned that the listed provisions may include blocks that must be completed by  
3077 the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions,  
3078 the offeror may identify the provision by paragraph identifier and provide the appropriate information with

3079 its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at  
3080 this/these address(es):

- 3081
- 3082 <http://www.acquisition.gov/far/index.html>
- 3083 <http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>
- 3084

3085  
3086 (End of Provision)

3087  
3088  
3089 **E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION**  
3090 **(JAN 2008)**

3091 (a) Any protest filed by an interested party shall:

- 3092 (1) Include the name, address, fax number, and telephone number of the protester;
- 3093
- 3094 (2) Identify the solicitation and/or contract number;
- 3095
- 3096 (3) Include an original signed by the protester or the protester's representative and at least one copy;
- 3097
- 3098 (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description
- 3099 of resulting prejudice to the protester, and provide copies of relevant documents;
- 3100
- 3101 (5) Specifically request a ruling of the individual upon whom the protest is served;
- 3102
- 3103 (6) State the form of relief requested; and
- 3104
- 3105 (7) Provide all information establishing the timeliness of the protest.
- 3106

3107 (b) Failure to comply with the above may result in dismissal of the protest without further consideration.

3108 (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR)  
3109 procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of  
3110 Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the  
3111 Federal Acquisition Regulation.

3112 (End of Provision)

3113  
3114  
3115  
3116  
3117  
3118 **E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

3119 As an alternative to filing a protest with the contracting officer, an interested party may file a protest  
3120 with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration  
3121 Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for  
3122 solicitations issued by the Office of Construction and Facilities Management, the Director, Office of  
3123 Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest  
3124 will not be considered if the interested party has a protest on the same or similar issues pending with the  
3125 contracting officer.

3126 (End of Provision)

3130 PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

3131

3132 Deputy Assistant Secretary for Acquisition and Logistics,  
3133 Risk Management Team, Department of Veterans Affairs  
3134 810 Vermont Avenue, N.W.  
3135 Washington, DC 20420

3136

3137 Or for solicitations issued by the Office of Construction and Facilities Management:

3138

3139 Director, Office of Construction and Facilities Management  
3140 811 Vermont Avenue, N.W.  
3141 Washington, DC 20420

3142

3143

3144 **E.12 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

3145

3146 (a) To improve the timeliness of payments and lower overall administrative costs, VA strongly  
3147 encourages contractors to submit invoices using its electronic invoicing system. At present, electronic  
3148 submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA  
3149 intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process.  
3150 At present, VA is using a 3rd party agent to contact contractors regarding this service. During the  
3151 voluntary period, contractors interested in registering for the electronic system should contact the VA's  
3152 Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

DRAFT