

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF <b>90</b>			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA250-13-R-0188			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Gina P. Crank		b. TELEPHONE NO. (No Collect Calls) 614.257.5267		6. SOLICITATION ISSUE DATE 08/01/2013			
9. ISSUED BY Department of Veterans Affairs Columbus Chalmers P. Wylie Ambulatory Care Center 420 North James Road Columbus OH 43219-1834				CODE 00757		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339115 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A			
15. DELIVER TO Address Specified on Each Individual Purchase Order				CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE				FACILITY CODE		16. ADMINISTERED BY Y Columbus Chalmers P. Wylie Ambulatory Care Center 420 North James Road Columbus OH 43219-1834			
18a. PAYMENT WILL BE MADE BY				CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
TELEPHONE NO.				PHONE:		FAX:			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
				23. UNIT PRICE		24. AMOUNT			
		Prescription Eyeglasses and Related Services for VISN/NCO 10  The Department of Veterans Affairs (VA) has an ongoing requirement to furnish Prescription Eyeglasses and Related Services to those Veterans that require them and that are eligible for assistance at an On-site location within the VA. It is the VA's intention to solicit proposals and award a single contract on a competitive basis to a preferred vendor within each VA Medical Center's jurisdiction under the authority of Title 38 U.S.C. Section 8123.  **See the Statement of Work and Cost/Price Schedule** **No questions will be accepted after 2:00pm EST on 08/23/2013** (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				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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) Timothy Perkins Contracting Officer		31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE Gina P. Crank Contract Specialist		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  Chalmers P. Wylie VA Ambulatory Care Center 420 N. James Road  Columbus OH 43219-1834			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  614.257.5267		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE  gina.crank@va.gov		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL	<input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### CONTRACT ADMINISTRATION DATA

#### ***B.1 CONTRACT ADMINISTRATION DATA***

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

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

**a. CONTRACTOR:**

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**b. GOVERNMENT:**

Contracting Officer 00757  
 Department of Veterans Affairs  
 Columbus  
 Chalmers P. Wylie Ambulatory Care Center  
 420 North James Road  
 Columbus OH 43219-1834

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

☐ 52.232-33, Payment by Electronic Funds Transfer -  
 Central Contractor Registration, or

☒ 52.232-36, Payment by Third Party

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

a. Quarterly ☐

b. Semi-Annually ☐

c. Other [Weekly in arrears]

**4. PAYMENT:**

a. All invoices will be submitted in accordance with the address provided on the purchase/delivery order from the specific Department of Veterans Affairs Medical Center (VA Medical Center), VA Ambulatory Care Center (VA ACC) or Community Based Outpatient Clinic (CBOC) requesting the services. Payment will be made by the authorized officials at the respective VA facilities indicated on each purchase order issued against the terms and conditions of the contract. Please be advised that this is an Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

b. Invoice submitted shall include the purchase/delivery order number, contract number, beneficiary's name and last four (4) digits of SSN, detail of the work accomplished, date of performance, charges assessed for this service. All invoices will be submitted to the CORs from the specific VA facility requesting the services.

c. The preferred method of payment will be the GOVERNMENT "SMART PAY" VISA PURCHASE CARD. The Contractor must be capable of accepting the purchase card for payment; or via Government purchase order if the VA facility desires.

d. Contractors must have Level 2 Credit Card Processing Capabilities to provide additional "data-fields" necessary for reconciliation of Government purchase card accounts.

e. The contractor shall accept payment for services rendered under this contract as payment in full and will not bill the Veteran or third party insurer for any services covered under this contract or for additional services for which the VA pays the contractor outside this contract.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

**LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:**

This solicitation includes VA Acquisition Regulation (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause.

***B.2 SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COST (THE "SCHEDULE")***

The contractor shall provide Prescription Eyeglasses and Related Services to NCO 10 VA Medical Centers, VA Ambulatory Care Center (VA ACC) and Community Based Outpatient Clinics (CBOC's) in accordance with all terms, conditions, provisions, specifications and pricing set forth herein; for the base year with four (4) one (1) year renewal options, to be exercised at the discretion of the Government. Fabrication of prescription eyeglasses shall be in accordance with the Statement of Work, and all other requirements indicated. Estimated quantities indicated in the Schedule are based on historical purchase data, and actual quantities ordered may be more than or less than the estimates.

Base Year - Time of Award through twelve (12) months  
Option Year I – Twelve (12) months from date of execution

Option Year II – Twelve (12) months from date of execution  
Option Year III – Twelve (12) months from date of execution  
Option Year IV – Twelve (12) months from date of execution

**PRICING:** The unit price for a single pair of prescription eyeglasses must include all parts, materials, labor, delivery, and dispensing services required per pair. This includes fabrication, assembly, shipping, handling, lifetime adjustments, eyeglass cases and any related items; and shall consist of the frames, lenses and lens treatments specified. The unit price also includes minor repairs of glasses and replacement of screws, nose pads, and temple parts for one (1) year.

## **FRAMES**

VA requires a wide selection of frame types, styles (i.e. men's/women's plastic, metal, spring hinge/skull temple, etc.), colors and sizes to provide Veterans with the maximum flexibility to choose a frame that satisfies their needs. Providers shall submit a complete list of frame types, styles, colors and sizes that the provider proposes to furnish. The product literature and listing described herein shall be included in the Technical proposal to be submitted as part of the offer. Frames should be current style and be able to withstand normal wear and tear for a one (1) year, at no extra charge.

## **CONTRACT MINIMUM AND MAXIMUM**

The total minimum contract amount for supplies and services acquired under the contract is \$3,210,012.00 for the term of the awarded contract to include all option periods.

The total maximum contract amount for supplies or services acquired under the contract is \$18,127,036.00 for the term of the awarded contract to include all option periods.

**BASE PERIOD CONTRACT:** Time of Award through twelve (12) months

It is estimated that 64,980 pairs of eyeglasses will be required to be furnished to eligible Veterans in the Base Year. The breakdown per NCO 10 Medical Facility (which includes their associated CBOC's) is as follows:

Cleveland VAMC	18,234 pairs
Columbus VAACC	15,629 pairs
Chillicothe VAMC	10,378 pairs
Dayton VAMC	10,362 pairs
Cincinnati VAMC	10,377 pairs

EYEWEAR—Estimated Quantities Listed below is for bidding purposes only.

	Single Vision Lenses	Bifocal Lenses	Trifocal Lenses
Estimated Quantities	23,610	30,000	11,370

Prospective providers shall insert pricing for each contract line item (CLIN) for the Base year and for each of the Option year periods. If \$0.00 or No Charge (N/C) insert as applicable.

BASE PERIOD - FROM TIME OF AWARD THROUGH 12 MONTHS  
(PRICING SHALL BE BASED ON ESTIMATED QUANTITIES FOR EACH LINE ITEM)

Base Year	Estimated Quantities	UNIT	Unit Price	Total Price
<b><u>LINE ITEM 0001: SINGLE VISION</u></b>				
0001-A: PLASTIC CR-39	12277	PAIR	\$	\$
0001-B: GLASS	2125	PAIR	\$	\$
0001-C: POLYCARBONATE	9208	PAIR	\$	\$
<b><u>LINE ITEM 0002: BIFOCAL</u></b>				
0002-A: PLASTIC CR-39	17100	PAIR	\$	\$
0002-B: GLASS	3900	PAIR	\$	\$
0002-C: POLYCARBONATE	9000	PAIR	\$	\$
<b><u>LINE ITEM 0003: TRIFOCAL</u></b>				
0003-A: PLASTIC CR-39	5003	PAIR	\$	\$



0003-B: GLASS	2388	PAIR	\$	\$
0003-C: POLYCARBONATE	3979	PAIR	\$	\$
<b>LINE ITEM 0004: ADD-ONS</b>				
0004-A: TINT	45000	Additional	\$	\$
0004-B: PROGRESSIVES	12500	Additional	\$	\$
0004-C: PHOTOCROMATIC	3500	Additional	\$	\$
0004-D: PRISM	1500	Additional	\$	\$
0004-E: SLAB-OFF	350	Additional	\$	\$
0004-F: ASPHERIC LENTICULAR	850	Additional	\$	\$
0004-G: DOUBLE SEGMENT PSR	1137	Additional	\$	\$
0004-H: ANTI REFLECTIVE COATING	45486	Additional	\$	\$
0004-I: EXECUTIVE	980	Additional	\$	\$
0004-J: HIGH INDEX	750	Additional	\$	\$
0004-K: 8x35 – FT35	475	Additional	\$	\$
<b>ESTIMATED TOTAL BASE YEAR</b>				\$

**OPTION YEAR I CONTRACT:** Twelve (12) months from date of exercising

It is estimated that 65,568 pairs of eyeglasses will be required to be furnished to eligible Veterans in the Option Year 1. The breakdown per NCO 10 Medical Facility (which includes their associated CBOC's) is as follows:

Cleveland VAMC	18,399 pairs
Columbus VAACC	15,770 pairs
Chillicothe VAMC	10,472 pairs
Dayton VAMC	10,456 pairs
Cincinnati VAMC	10,471 pairs

EYEWEAR - Estimated Quantities Listed below are for bidding purposes only.

	SV Lenses	Bifocal Lenses	Trifocal Lenses
Estimated Quantities	23,824	30,271	11,473

<b>Option Year 1</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>Unit Price</b>	<b>Total Price</b>
<b><u>LINE ITEM 0001: SINGLE VISION</u></b>				
0001-A: PLASTIC CR-39	12400	PAIR	\$	\$
0001-B: GLASS	2146	PAIR	\$	\$
0001-C: POLYCARBONATE	9300	PAIR	\$	\$
<b><u>LINE ITEM 0002: BIFOCAL</u></b>				
0002-A: PLASTIC CR-39	17271	PAIR	\$	\$
0002-B: GLASS	3939	PAIR	\$	\$
0002-C: POLYCARBONATE	9090	PAIR	\$	\$
<b><u>LINE ITEM 0003: TRIFOCAL</u></b>				
0003-A: PLASTIC CR-39	5053	PAIR	\$	\$
0003-B: GLASS	2350	PAIR	\$	\$
0003-C: POLYCARBONATE	4019	PAIR	\$	\$
<b><u>LINE ITEM 0004: ADD-ONS</u></b>				
0004-A: TINT	45450	Additional	\$	\$
0004-B: PROGRESSIVES	12625	Additional	\$	\$
0004-C: PHOTOCHROMATIC	3535	Additional	\$	\$
0004-D: PRISM	1515	Additional	\$	\$
0004-E: SLAB-OFF	354	Additional	\$	\$
0004-F: ASPHERIC LENTICULAR	859	Additional	\$	\$
0004-G: DOUBLE SEGMENT PSR	1151	Additional	\$	\$
0004-H: ANTI REFLECTIVE COATING	46032	Additional	\$	\$
0004-I: EXECUTIVE	992	Additional	\$	\$
0004-J: HIGH INDEX	759	Additional	\$	\$
0004-K: 8x35 – FT35	481	Additional	\$	\$
<b>ESTIMATED TOTAL OPTION YEAR 1</b>				\$

**OPTION YEAR 2 CONTRACT:** Twelve (12) months from date of exercising

It is estimated that 66,418 pairs of eyeglasses will be required to be furnished to eligible Veterans in the Option Year 2. The breakdown per NCO 10 Medical Facility (which includes their associated CBOC's) is as follows:

Cleveland VAMC	18,637 pairs
Columbus VAACC	15,975 pairs

Chillicothe VAMC	10,608 pairs
Dayton VAMC	10,591 pairs
Cincinnati VAMC	10,607 pairs

EYEWEAR – Estimated Quantities Listed below are for bidding purposes only.

	SV Lenses	Bifocal Lenses	Trifocal Lenses
Estimated Quantities	24,132	30,664	11,622

Option Year 2	Estimated Quantities	UNIT	Unit Price	Total Price
<b><u>LINE ITEM 0001: SINGLE VISION</u></b>				
0001-A: PLASTIC CR-39	12549	PAIR	\$	\$
0001-B: GLASS	2172	PAIR	\$	\$
0001-C: POLYCARBONATE	9411	PAIR	\$	\$
<b><u>LINE ITEM 0002: BIFOCAL</u></b>				
0002-A: PLASTIC CR-39	17479	PAIR	\$	\$
0002-B: GLASS	3986	PAIR	\$	\$
0002-C: POLYCARBONATE	9199	PAIR	\$	\$
<b><u>LINE ITEM 0003: TRIFOCAL</u></b>				
0003-A: PLASTIC CR-39	5114	PAIR	\$	\$
0003-B: GLASS	2440	PAIR	\$	\$
0003-C: POLYCARBONATE	4068	PAIR	\$	\$
<b><u>LINE ITEM 0004: ADD-ONS</u></b>				
0004-A: TINT	45905	Additional	\$	\$
0004-B: PROGRESSIVES	12752	Additional	\$	\$
0004-C: PHOTOCHROMATIC	3571	Additional	\$	\$
0004-D: PRISM	1530	Additional	\$	\$
0004-E: SLAB-OFF	358	Additional	\$	\$
0004-F: ASPHERIC LENTICULAR	868	Additional	\$	\$
0004-G: DOUBLE SEGMENT PSR	1165	Additional	\$	\$
0004-H: ANTI REFLECTIVE COATING	46584	Additional	\$	\$
0004-I: EXECUTIVE	1004	Additional	\$	\$
0004-J: HIGH INDEX	768	Additional	\$	\$
0004-K: 8x35 – FT35	487	Additional	\$	\$

<b>ESTIMATED TOTAL OPTION YEAR 2</b>		\$
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**OPTION YEAR 3 CONTRACT:** Twelve (12) months from date of exercising

It is estimated that 67,082 pairs of eyeglasses will be required to be furnished to eligible Veterans in the Option Year 3. The breakdown per NCO 10 Medical Facility (which includes their associated CBOC's) is as follows:

Cleveland VAMC	18,823 pairs
Columbus VAACC	16,135 pairs
Chillicothe VAMC	10,714 pairs
Dayton VAMC	10,697 pairs
Cincinnati VAMC	10,713 pairs

EYEWEAR – Estimated Quantities Listed below are for bidding purposes only.

	SV Lenses	Bifocal Lenses	Trifocal Lenses
Estimated Quantities	24,374	30,970	11,738

<b>Option Year 3</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>Unit Price</b>	<b>Total Price</b>
<b><u>LINE ITEM 0001: SINGLE VISION</u></b>				
0001-A: PLASTIC CR-39	12674	PAIR	\$	\$
0001-B: GLASS	2194	PAIR	\$	\$
0001-C: POLYCARBONATE	9506	PAIR	\$	\$
<b><u>LINE ITEM 0002: BIFOCAL</u></b>				
0002-A: PLASTIC CR-39	17653	PAIR	\$	\$
0002-B: GLASS	4026	PAIR	\$	\$
0002-C: POLYCARBONATE	9291	PAIR	\$	\$
<b><u>LINE ITEM 0003: TRIFOCAL</u></b>				
0003-A: PLASTIC CR-39	5165	PAIR	\$	\$
0003-B: GLASS	2465	PAIR	\$	\$
0003-C: POLYCARBONATE	4108	PAIR	\$	\$
<b><u>LINE ITEM 0004: ADD-ONS</u></b>				
0004-A: TINT	46364	Additional	\$	\$
0004-B: PROGRESSIVES	12880	Additional	\$	\$

0004-C: PHOTOCROMATIC	3606	Additional	\$	\$
0004-D: PRISM	1545	Additional	\$	\$
0004-E: SLAB-OFF	362	Additional	\$	\$
0004-F: ASPHERIC LENTICULAR	877	Additional	\$	\$
0004-G: DOUBLE SEGMENT PSR	1179	Additional	\$	\$
0004-H: ANTI REFLECTIVE COATING	47143	Additional	\$	\$
0004-I: EXECUTIVE	1016	Additional	\$	\$
0004-J: HIGH INDEX	777	Additional	\$	\$
0004-K: 8x35 – FT35	493	Additional	\$	\$
-				
<b>ESTIMATED TOTAL OPTION YEAR 3</b>				\$

**OPTION YEAR 4 CONTRACT:** Twelve (12) months from date of exercising

It is estimated that 67,887 pairs of eyeglasses will be required to be furnished to eligible Veterans in the Option Year 4. The breakdown per NCO 10 Medical Facility (which includes their associated CBOC's) is as follows:

Cleveland VAMC	19,050 pairs
Columbus VAACC	16,328 pairs
Chillicothe VAMC	10,842 pairs
Dayton VAMC	10,826 pairs
Cincinnati VAMC	10,841 pairs

EYEWEAR – Estimated Quantities Listed below are for bidding purposes only.

	SV Lenses	Bifocal Lenses	Trifocal Lenses
Estimated Quantities	24,666	31,342	11,879

<b>Option Year 4</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>Unit Price</b>	<b>Total Price</b>
<b><u>LINE ITEM 0001: SINGLE VISION</u></b>				
0001-A: PLASTIC CR-39	12826	PAIR	\$	\$
0001-B: GLASS	2220	PAIR	\$	\$
0001-C: POLYCARBONATE	9620	PAIR	\$	\$

<b><u>LINE ITEM 0002: BIFOCAL</u></b>				
0002-A: PLASTIC CR-39	17865	PAIR	\$	\$
0002-B: GLASS	4074	PAIR	\$	\$
0002-C: POLYCARBONATE	9403	PAIR	\$	\$
<b><u>LINE ITEM 0003: TRIFOCAL</u></b>				
0003-A: PLASTIC CR-39	5227	PAIR	\$	\$
0003-B: GLASS	2495	PAIR	\$	\$
0003-C: POLYCARBONATE	4157	PAIR	\$	\$
<b><u>LINE ITEM 0004: ADD-ONS</u></b>				
0004-A: TINT	46828	Additional	\$	\$
0004-B: PROGRESSIVES	13009	Additional	\$	\$
0004-C: PHOTOCHROMATIC	3643	Additional	\$	\$
0004-D: PRISM	1560	Additional	\$	\$
0004-E: SLAB-OFF	366	Additional	\$	\$
0004-F: ASPHERIC LENTICULAR	886	Additional	\$	\$
0004-G: DOUBLE SEGMENT PSR	1193	Additional	\$	\$
0004-H: ANTI REFLECTIVE COATING	47709	Additional	\$	\$
0004-I: EXECUTIVE	1028	Additional	\$	\$
0004-J: HIGH INDEX	787	Additional	\$	\$
0004-K: 8x35 – FT35	499	Additional	\$	\$
-				
<b>ESTIMATED TOTAL OPTION YEAR 4</b>				\$

**TOTAL PROJECTED COST OF CONTRACT BASED ON ESTIMATED QUANTITIES**

<b>BASE</b>	<b>ESTIMATED TOTAL BASE YEAR</b>		<b>\$</b>
<b>1</b>	<b>ESTIMATED TOTAL OPTION YEAR 1</b>		<b>\$</b>
<b>2</b>	<b>ESTIMATED TOTAL OPTION YEAR 2</b>		<b>\$</b>
<b>3</b>	<b>ESTIMATED TOTAL OPTION YEAR 3</b>		<b>\$</b>
<b>4</b>	<b>ESTIMATED TOTAL OPTION YEAR 4</b>		<b>\$</b>
<b>TOTAL COST OF CONTRACT; BASE AND ALL OPTIONS</b>			<b>\$</b>

**PERFORMANCE, DELIVERY, INSPECTION AND ACCEPTANCE**

- a. All contract administration will be retained by the designated Contracting Facility.
- b. All necessary personnel required for the operation of this contract will be provided by the contractor. Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approval by the VA Facility Director of the designated contracting facility. Each person assigned to work under this contract shall be licensed by the State(s) that they are operating.

- c. The VISN POCs/CORs are:

Mike Floyd, NCO 10 Prosthetics Rep., (937) 268-6511, Ext. 2274  
 Timothy Gasson, Chief, PSAS Dayton, (937) 268-6511, Ext. 2906  
 Patrick Taylor, Chief, PSAS Cincinnati, (513) 475-6479  
 Edwin Jones, Chief, PSAS Columbus, (614) 257-5411  
 Lewis McCarter, Chief, PSAS Chillicothe (740) 773-1141, Ext. 7677

Kimberly Robertson, Chief, PSAS Cleveland, (216) 701-4726

- d. The contractor shall designate an individual in his/her employment as "Contract Manager" who will be dedicated to this contract. The Contract Manager shall act as liaison to resolve day-to-day business transactions and operational problems throughout the term of the contract. The Contract Manager shall be available to each VA Medical Center, ACC and CBOC during normal business hours, excluding weekends and federal holidays.

Name:  
Mailing Address:  
Telephone Number:  
Facsimile No.:  
E-Mail:

- e. Normal business hours are 8:00 am to 4:30 pm, Monday through Friday excluding federal holidays. **Although each facility may have extended hours and/or weekend clinics.** Dispensing sites that have two personnel shall be open during lunch period. At locations that have one personnel may be closed to meet legal requirements for lunch and breaks. The holidays observed by the Federal Government are as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday January
Presidents' Day	Third Monday February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**\*\*And any other day as declared by the President of the United States\*\***

- f. The contractor must possess all licenses, permits, accreditations and certificates as required by law. The Contractor must provide documentation with the submission of proposals.
- g. The Optician must have an American Board Certified Optician License to perform these services. Proof of state licensing requirements must be provided to Ronald T. Heidemann, Contracting Officer and Gina P. Crank Administrative Contracting Officer. No examinations are required. Fitting and dispensing functions will be done by a licensed Optician and shall include the following items:

**FITTING & DISPENSING:**

Assist Veterans in selecting appropriate frames  
Select appropriate size  
Measure interpupillary distance  
Measure segment height  
Place order with specifications needed  
Tracking of orders  
Verify that spectacle are fabricated accordingly to Doctor's prescription



Dispense eyewear to Veterans' with new eyeglass case  
Minor repairs of glasses include replacement of screws, nose pads, temples etc.

\*\*\*Contractor may not order eyeglasses until receipt of signed consult; however, pending receipt of consult, vendor may take measurements needed for placing order to accommodate Veterans.

- h. Contractor will provide at the minimum, a lensometer and basic tools for adjusting and repairing eyeglasses at each dispensing site.

**\*\*\*\*\*Dispensing sites shall be added in or near VA Community Based Outpatient Clinics (CBOC) to this contract as they are opened throughout the NCO 10 at no additional cost to the VA\*\*\*\*\***

- i. Contractor shall securely transmit eyeglass prescriptions in accordance with the VA Privacy Policy to the contractor's fabrication facility. Eyeglasses may (i) be mailed directly to the Veteran's home address or (ii) mailed to the appropriate VAMC, Ambulatory Care Center or CBOC with on site dispensing. Facilities with offsite dispensing, eyeglasses will be mailed directly to the Veteran's home address. In instances where the VA requires delivery of the eyeglasses to the Veteran's home address, the contractor shall deliver items via CERTIFIED MAIL (NO SIGNATURE REQUIRED); UPS (WITH TRACKING); FEDEX (WITH TRACKING) or DHL (WITH TRACKING). All eyeglasses must be in standard alignment when mailed to either patient or the VA facility. The contractor shall provide completely assembled eyeglass frames placed in standard alignment and include mounting of lenses. In addition one eyeglass case for each pair of eyeglasses shall be furnished.
- j. Turn Around Times: The contractor will make delivery of all items ordered under this contract as follows:
- Within seven (7) business days after Optician finalizes order, which includes Rx, measurements and frame selection, when mailed directly to the Veteran's home address.
  - Within seven (7) business days after Optician finalizes order, which includes Rx, measurements and frame selection, when delivered to the VA Medical Center Optical Shop, ACC Optical Shop or CBOC Optical Shop.

\*\*\*Point of delivery will be specified on the order along with any other specific delivery. \*\*\*

- k. The contractor shall notify the COR or designee in the event the contractor is unable to deliver the required items in accordance with the Government's required delivery time. Failure by the contractor to provide a written notification within two (2) business days detailing the reasons of the delay shall constitute acceptance of an order.
- l. In the event the VA desires expedited delivery, the ordering facility shall telephonically contact the contractor and inquire into the feasibility of obtaining the order expeditiously. The contractor shall respond within one (1) business day to such request and expedited delivery date shall be mutually agreed upon. Any additional costs incurred by the contractor for meeting these requirements shall be proposed by the Contractor in accordance with clause 52.212-4, Contract Terms and Conditions-Commercial Items.

- m. Failure by the contractor to deliver the ordered eyeglasses on an expedited basis, or to otherwise fulfill the agreed upon requirements, shall constitute a deficiency in contract performance, multiple and/or repeated deficiencies shall be grounds for default, in accordance with applicable statutes and regulations.
- n. The contractor must provide a toll free number for ordering and customer inquiries.

#### **INFECTION CONTROL (Contractor Provided Products)**

- a. Items used in the shop for patients, i.e. frames and tools, etc are to be disinfected between each patient use, following manufacturer's directions, with a hospital-approved disinfectant-see below:  
Sample frames- Wipe with 70% alcohol between patients.
- b. The environment is to be cleaned using a hospital level disinfectant
- c. General environment-  
  
Basic environmental cleaning of counters, floors, and chairs should be done at the end of each day.
- d. Hand washing is the single most effective preventive measure in reducing and preventing infections. Healthcare workers in ophthalmology should adopt and follow the recommendations by the CDC or the World Health Organization on hand hygiene. An approved antibacterial soap can be used for routine hand washing, or a waterless, alcohol-based product should be used to wash hands **before and after every patient encounter** or whenever they are visibly soiled.

#### **WARRANTY**

- a. The contractor warrants/guarantees the eyeglasses against defective material and/or workmanship for a minimum one (1) year from the date of acceptance. Manufactures warranties of eyeglass components that extend beyond minimum one year period shall be expressed and also enforced.
- b. The contractor agrees to furnish without additional costs to the VA, all parts, materials and labor necessary to correct defects that were detected during the guarantee period. Should the prescription be incorrectly filled, the contractor agrees to make corrections at no additional cost to the VA. These conditions do not apply to adjustments incidental to the wearing of eyeglasses, adjustments required by physical change of the wearer or where there is evidence of deliberate misuse or alteration by anyone other than the contractor. If eyeglasses are returned to the contractor for any correction of a problem due to their error the corrected glasses shall be returned to the Veteran within seven (7) business days of receipt of the defective glasses.

#### **PRODUCT RECALL(S)**

The contractor shall immediately notify the COR or designee in the event of a product recall, removal, required adjustment, or required modification that is suggested or mandated by the contractor, distributor, manufacturer, or any regulatory or official agency. The information in this notification shall be including:

- a. A complete item description, identification.
- b. Administrative identification data including Veteran's name, contract number, order number, and order date.
- c. Reasons for recall, removal, adjustment, or modification.
- d. Instructions for appropriate corrective action.

A waiver/exception to the product and service delivery requirements stated above may be granted on a case-by-case basis by the COR or designee in the event that it is determined these requirements would place an undue burden on the Veteran or that specific circumstances warrant it.

## **ORDERS**

- a. All eye examinations and prescriptions will be provided by the appropriate VA Medical Center, ACC, or CBOC. VA shall provide Eyeglass Prescriptions to the contractor by printed copies of the prescription or access to Computerized Patient Record System (CPRS), at the discretion of each facility COR or designee. All Veteran eyeglasses will be fabricated at the contractor's facility.
- b. The contractor must have web capabilities that will allow the VA, to access and check status of orders on line.
- c. All items provided by the contractor shall be new. All eyeglasses will be certified by the contractor as true to the prescription prior to fitting and disbursement to the Veteran. Final fitting and adjustment of eyeglasses will be done at the appropriate dispensing site.

## **SPECIAL CONTRACT REQUIREMENTS**

**VA Patients:** All eye examinations, diagnostic assessments, and prescriptions will be provided by the appropriate VA Medical Center, Ambulatory Care Center (ACC), or Community Base Outpatient Clinic (CBOC).

**On-Site Optical Services:** All four (4) Medical Centers and ACC will have on site dispensing; Community Base Outpatient Clinics (CBOCs) will have onsite dispensing if space is provided; otherwise, local dispensaries will be required within a 20 mile radius.

**Soliciting Veteran Patients:** The contractor is prohibited from offering, encouraging, or suggesting to Veteran patients the upgrading of frames, lenses, tints, etc. Such violations will be grounds for immediate termination of the contract.

**Authorized Product Replacements:** The contract requires unconditional supply and delivery of the selected products. However, the contractor, for reasons which cannot be predicted at the time of offer may need to request the Contracting Officer to consider a replacement product. A substitute product will only be considered if supported by circumstances beyond the Contractor's control. Any substitutions must be approved by the Contracting Officer and must be equal to or better than the product being replaced.

**Inspection of Contractor's Facilities:** The VA reserves the right to inspect the contractor's facility at any time during the term of the contract for the purpose of monitoring contractor performance with all contract requirements. Inspections will be conducted by the Contracting Officer and/or COR or designee.

Inspections will normally be scheduled in advance, but the Contracting Officer may conduct an unannounced inspection at any time during regular business hours.

**Quality Assurance:** The COR or designee shall survey at least ten (10) Veteran beneficiaries a quarter as to the quality of services they received. The results of the survey will be very instrumental in determining if the VAMC will exercise the next option year renewal. The results of the survey will be provided to the Contractor.

**Authorized Users:** Authorized users of this contract are employees and beneficiaries of the Department of Veterans Affairs, Department of Defense (DOD) and other Federal Civilian Agencies, however, usage of this contract by DOD and other Federal Civilian Agencies shall be in accordance with the terms and conditions of Subpart 17.5 of the Federal Acquisition Regulations (FAR) 'Interagency Acquisitions Under the Economy Act'. Any transaction by a Federal entity other than VA under this contract will be supported by an interagency agreement.

## **REPORTS**

The Contractor shall provide to the COR or designee, semi-annual activity reports sorted by each Medical Center and Ambulatory Care Center with actual usage data and purchase activity, including totals of procurement dollars spent.

The contractor shall provide to the COR or designee the following monthly reports:

1. Patient Satisfaction Survey: survey must be approved by COR and survey at least fifty (50) Veterans a month per VA Medical Center and VA ACC
2. Timeliness: measure turnaround times as defined in Turnaround Times

## ***B.3 SPECIFICATIONS AND STATEMENT OF WORK***

**Frames:** All frames including current style frames shall be fabricated and provided in accordance with the standards set forth in the current edition of “American National Standard Requirements for Dress Ophthalmic Frames” ANSI Z80.5 latest edition. All styles and types must consist of the following sizes and styles:

<b>PLASTIC FRAMES</b>	<b>Sizes</b>	<b>Bridge</b>	<b>Temple</b>
<b>Male Styles</b>			
Square	50-62	16-19	135-150mm
Oval or Rectangular	53-56	16.19	135-145
<b>Female Styles</b>			
Square	50-58	16-19	130-145

Oval	46-58	16-19	130-145
<b>METAL FRAMES</b>			
<b>Male Styles</b>			
Classic	50-62	16-19	135-150
Round	46-54	16-19	130-145 Unisex
Oval	46-56	16-19	130-145 Unisex
<b>Female Styles</b>			
Oval or Rectangular	48-58	16-19	130-145

**Upon contract award the contractor shall provide a minimum of twenty-five (25) VA approved sample kits of each available style and finish to each facility and associated clinics. New frame samples shall be provided with each contract renewal when fulfilling prescriptions.**

**Lens:**

- a. Single vision, finished lenses all inclusive (i.e. CR-39, CR-39 Photo, Poly Carbonate, Poly Photochromatic, Hi-Index (1.6), Hi-Index Photochromatic, Lens only, single, glass, plastic or polycarbonate with progressive lenses, coating, and tint)
- b. Bifocal lenses FT28 finished all inclusive (i.e. CR-39, CR-39 Photo, Poly Carb, Hi-Index (1.6), Hi-Index photo chromatic, Glass, Glass PGX, Lens only, bifocal, glass, plastic or Polycarbonate with progressive lenses, coating, and tint)
- c. Bifocal FT35 all inclusive (i.e. CR-39, CR-39 Photo, Poly Carb, Hi-Index (1.6), Hi-Index photo chromatic, Glass, Glass PGX, Lens only, bifocal, single, glass, plastic or polycarbonate with progressive finish, coating, and tint)
- d. Trifocal lenses all inclusive (i.e. Glass, plastic or polycarbonate with progressive lenses, coating, and tint)
- e. Progressive (No-Line) lenses (glass, plastic or polycarbonate) and photo chromatic lenses (glass, plastic or polycarbonate).

**Lens Treatments: Transition Photogrey, Tints & Dye, and Gradient Tint.**

a. All ophthalmic lenses (glass or plastic) shall be chemically strengthened for impact resistance and chemically coated for scratch resistance. All lenses shall be fabricated and provided in accordance with the standards set forth in the current edition of “American National Standards for Ophthalmic Lenses Recommendation” ANSI Z80.1. All ophthalmic lenses shall be in accordance with Food and Drug Administration (FDA) Regulation (2) CFR, Part 3 and 4 for impact resistance, unless otherwise specified in the order. All glass and plastic (CR39) ophthalmic lenses shall be corrected curved lenses. Ophthalmic lenses with power of less than 1.5D will be fabricated in minus cylinder only unless plus cylinder is specifically ordered by the Optometrist or Ophthalmologist.

b. Single Vision Lenses: Lenses shall include spheres, plano-cylinders in all powers. Clear, framed lenses and oversized blanks shall be available. Previously unused misground lens can be used in the fabrication of single vision balance lens prescriptions when ordered by the Optometrist or Ophthalmologist. Single vision lenses shall be available in glass, plastic, or Polycarbonate.

c. Bifocal Lenses: Lenses shall be all powers (in major lens), including spheres, plano-cylinders, and spherocylinders. Add +0.75 to d (diameter). Clear, framed lenses and oversized blanks shall be available.

Previously unused misground lens can be used in the fabrication of bifocal vision balance lens prescriptions when ordered by the Optometrist or Ophthalmologist. Bifocal lenses shall be available in glass or plastic, with flattop, executive, round, and progressive segments; and Polycarbonate with flattop and progressive segments.

d. Trifocal Lenses: Lenses shall be all powers (in major lens), including spheres, plano-cylinders, and spherocylinders. Add + 1.50 to +4.00F (focal), 50% intermediate power. Clear, framed lenses and oversized blanks shall be available. Previously unused misground lens can be used in the fabrication of trifocal vision balance lens prescriptions when ordered by the Optometrist or Ophthalmologist. Trifocal lenses shall be available in glass, with flattop and executive segments and plastic with flattop and executive segments.

e. Photochromatic Lenses: Shall be available in glass, plastic, and polycarbonate materials for single vision, multifocal (bifocal & trifocal) and progressive lenses.

f. The Contractor shall provide any special lens designs including tint, progressives, photochromatic, prismatic lens, slab off, aspheric lenticular, double segment PSR, anti-reflective coating, executive, cataract lens, no-line bifocal lens, balanced lens. These requirements will be specified in the Government's order.

## **GENERAL REQUIREMENTS**

a. The contractor shall provide dispensing services for eyeglasses as described in **Section D part 2**. Space will be provided by the VA and will include lights, telephone, climate control and secured area. The proposal shall state minimum square foot area needed for frame display, adjustment, etc. of glasses for VA patients. The Contractor is responsible for display boards, equipment and tools required for the display of frames. If space is not sufficient at CBOC locations, contractor may sub-contract with local dispensing vendor for frames selection and fitting services. If fitting services cannot be obtained within a twenty (20) mile radius, please provide a plan on how services will be provided. This plan will be provided by the Awarded Contractor. The plan will include the name(s) and location(s) of the local dispensing vendor(s); the plan will also state that the services provided will mirror the services provided at the on-site locations. The VA will need to be in agreement with

the choice of the local dispensing vendor. The contractor doesn't need to provide a plan for service for CBOC's that have space available for an eyeglass shop.

b. The contractor will utilize government furnished computers and connections. Access to station systems or connections will be provided or required for:

1. The contractor will be authorized to install contractor-furnished software on the GFE which will submit specifications to the fabrication site. The contractor is responsible for ensuring FIPS 140-2 validated encryption for the transmission.
2. Once a Security Agreement Check has been completed, and training certificates for the required information security and privacy training courses are provided to the COR, and the VISN 10 Unified Access Request form has been submitted, the contractor may be granted access to CPRS and/or previous prescription data needed for prescriptions, troubleshooting fittings, etc. The appropriate access is determined by the COR.

c. The contractor shall fabricate all eyeglasses in strict conformance to the eyeglass prescription provided by the VA Eye Clinic. Eyeglasses provided by the contractor shall include all features determined as medically necessary by the Optometrist. Contractor shall not add or substitute components or alter the beneficiaries' prescription in any way without prior approval and written authority from each VAMC's Eye Clinic. All items provided by the contractor shall be new from the original manufacturer.

d. The accepted standards for health care providers, including quality of products and services offered is inherent to performance of this contract. Appropriate "customer service" and "treatment" of our Nation's Veterans is an expectation that cannot be compromised. Patient privacy and the protection of records to ensure confidentiality is a key entity of this service. The contractor shall comply with HIPAA and confidentiality of patient records in accordance with the Business Associate Agreement found on pages 54 to 60. The contractor shall not advertise, or use any marketing material, names, marks, or logos of our belongings to the VA without written consent.

## ***B.4 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. 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.

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

### 3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA



information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

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

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

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

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

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

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

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

#### 4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

b. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

## 5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

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

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

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

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
  - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
  - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

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

## 6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

## 7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) Date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## 8. TRAINING

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

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

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

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

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

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

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

### **Additional Contract Language Statement:**

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

(End of Clause)

## **SECTION C - CONTRACT CLAUSES**

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

(g) Invoice.

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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



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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and

conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety 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 whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

## ***C.3 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)***

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

"Postconsumer fiber" means--(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

## ***C.4 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)***

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

### ***C.5 52.216-18 ORDERING (OCT 1995)***

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award of Base Period, through the Base Period and within the term(s) of the exercised Option Year Periods thereafter.

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

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

(End of Clause)

### ***C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)***

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$250.00;
- (2) Any order for a combination of items in excess of \$2,500.00; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one

requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### ***C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)***

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after 3 months after the expiration of the final exercised Option.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

### ***C.10 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)***

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

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of Clause)

### ***C.11 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.12 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;

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

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

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

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

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

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

(End of Clause)

### ***C.13 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)***

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



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

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

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

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

(End of Clause)

### ***SUPPLEMENTAL INSURANCE REQUIREMENTS***

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

(a) Workers' compensation and employer's liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

(End of Clause)

### ***C.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)***

Funds are not presently available for performance under this contract beyond (12) twelve months from date of award. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under

this contract beyond (12) twelve months from date of award, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

***C.15 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)***

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

***C.16 52.237-3 CONTINUITY OF SERVICES (JAN 1991)***

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

***C.17 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)***

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

(End of Clause)

***C.18 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)

(End of Clause)

***C.19 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)***

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## ***C.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)***

(a) Definitions. As used in this clause-

(1) Contract financing payment has the meaning given in [FAR 32.001](#).

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

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

(4) Invoice payment has the meaning given in [FAR 32.001](#).

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

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

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

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

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

Invoice requirements. Invoices shall comply with [FAR 32.905](#).

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

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

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

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

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

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

(End of clause)

### ***C.21 VAAR 852.246-71 INSPECTION (JAN 2008)***

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(End of Addendum to 52.212-4)

### ***C.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2012)***

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

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

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

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

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

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

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

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

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

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

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

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

☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

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

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

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

☐ (11) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d) (2) and (3)).

☐ (15) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d) (4)).

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

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

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

☒ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

- ☒ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a) (14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).
- ☐ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a) (2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)



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

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

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☒ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (MAR 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Accounting Manager GS-12	\$32.97 - \$42.85
Human Resources Manager GS-14	\$46.32 - \$60.22
Ophthalmic Dispensing Optician	\$10.02
Ophthalmic Technologist	\$10.02

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

### ***C.23 MANDATORY WRITTEN DISCLOSURES***

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

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

1. Business Associate Agreement
2. NCO 10 Medical Facilities and Outpatient Clinics
3. Past Performance Questionnaire

***D.1 BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF  
VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION AND  
<COMPANY/ORGANIZATION>***

Whereas, <COMPANY/ORGANIZATION> (Business Associate) provides **Prescription Eyeglasses and related** services to the Department of Veterans Affairs Veterans Health Administration (Covered Entity); and

Whereas, in order for Business Associate to provide **Prescription Eyeglasses and related** services to Covered Entity, Covered Entity discloses to Business Associate Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191, 110 Stat. 1936 (1996), and its implementing regulations, 45 C.F.R. Parts 160, 162, and 164 (“the HIPAA Privacy and Security Rules”); and

Whereas, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 123 Stat. 115 (2009), pursuant to Title XIII of Division A and Title IV of Division B, called the Health Information Technology for Economic and Clinical Health (HITECH) Act, provides modifications to the HIPAA Privacy and Security Rules; and

Whereas, Department of Veterans Affairs Veterans Health Administration is a “Covered Entity” as that term is defined in the HIPAA implementing regulations, 45 C.F.R. § 160.103; and

Whereas, <COMPANY/ORGANIZATION>, including its employees, officers, contractors, subcontractors, or any other agents, as a recipient of PHI from Covered Entity in order to provide **Prescription Eyeglasses and related services** to Covered Entity, is a “Business Associate” of Covered Entity as that term is defined in the HIPAA implementing regulations, 45 C.F.R. § 160.103; and

Whereas, pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the Use and Disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.308(b), 164.314(a), 164.410, 164.502(e), and 164.504(e), as may be amended.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms and phrases that are defined in the Privacy and Security Rules have the same meanings as set forth in the Privacy and Security Rules. When the phrase “Protected Health Information” and the abbreviation “PHI” are used in this Agreement, they include the phrase “Electronic Protected Health Information” and the abbreviation “EPHI.”
2. Ownership of PHI. PHI provided by Covered Entity to Business Associate and its contractors, subcontractors, or other agents, or gathered by them on behalf of Covered Entity under this Agreement is the property of Covered Entity.
3. Scope of Use and Disclosure by Business Associate of Protected Health Information. Unless otherwise limited herein, Business Associate may:

- A. Make Uses and Disclosures of PHI that is disclosed to it by Covered Entity or received by Business Associate on behalf of Covered Entity as necessary to perform its obligations under this Agreement and all applicable agreements, provided that such Use or Disclosure would not violate the HIPAA Privacy Rule if made by Covered Entity and complies with Covered Entity's minimum necessary policies and procedures;
  - B. Use the PHI received in its capacity as a Business Associate of Covered Entity for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
  - C. Make a Disclosure of the PHI in its possession to a third party for the proper management and administration of Business Associate or to fulfill any legal responsibilities of Business Associate; provided, however, that the Disclosure would not violate the HIPAA Privacy Rule if made by Covered Entity, or is Required by Law; and Business Associate has received from the third party written assurances that (a) the information will be held confidentially and used or further disclosed only for the purposes for which it was disclosed to the third party or as Required By Law, (b) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached, and (c) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;
  - D. Engage in Data Aggregation activities, consistent with the HIPAA Privacy Rule; and
  - E. De-identify any and all PHI created or received by Business Associate under this Agreement, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.
4. Obligations of Business Associate. In connection with its Use or Disclosure of PHI, Business Associate agrees that it will:
- A. Consult with Covered Entity before making the Use or Disclosure whenever Business Associate is uncertain whether it may make a particular Use or Disclosure of PHI in performance of this Agreement;
  - B. Ensure any employee, officer, contractor, subcontractor, or other agent of Business Associate who has access to PHI receives at a minimum annual privacy and security awareness training that conforms to the requirements of Covered Entity;
  - C. Develop and document policies and procedures and use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement;
  - D. To the extent practicable, mitigate any harmful effect of a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate;
  - E. Maintain a system or process to account for any Security Incident, Privacy Incident, or Use or Disclosure of PHI not authorized by this Agreement of which Business Associate becomes aware;
  - F. Notify Covered Entity within 24 hours of Business Associate's discovery of any incident which may potentially be a data breach, including a HIPAA Electronic Transactions and Code

Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI, whether secured (PHI which has been destroyed or in the alternative has been rendered unreadable, unusable, or undecipherable through methodology specified by the Department of Health and Human Services in guidance issued under § 13402(h)(2) of the HITECH Act) or unsecured (PHI not secured through the use of a technology which renders it unusable, unreadable, or undecipherable through such methodology), not provided for by this Agreement and promptly provide a report to Covered Entity within ten (10) business days of the notification;

(1) An incident is any physical, technical, or personal activity or event that, a reasonable person believes, increases risk of inappropriate or unauthorized use or disclosure of PHI or causes Covered Entity to be considered non-compliant with the HIPAA Privacy and Security Rules;

(2) A breach, as defined in 45 C.F.R. § 164.402, is an unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI by posing a significant risk of financial , reputational, or other harm to the individual;

(3) A breach, consistent with 45 C.F.R. § 164.410(a)(2), will be treated as discovered as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, or any employee, officer, contractor, subcontractor, or other agent of Business Associate;

(4) Notification will be made by Business Associate to the Director, Health Information Governance, by email at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov) of any HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI not provided for by this Agreement; and

(5) A written report of the incident, submitted to the Director, Health Information Governance, within ten (10) business days after initial notification, will document the following:

(a). The identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the breach;

(b). A brief description of what occurred, including the date of the breach and the date of the discovery of the breach (if known);

(c). A description of the types of secured and/or unsecured PHI that was involved;

(d). A description of what is being done to investigate the breach, to mitigate further harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches; and

(e). Any other information described in 45 C.F.R. § 164.404(c);



(6) This report should be documented as a letter and sent to:

Director, Health Information Governance  
Department of Veterans Affairs – Veterans Health Administration  
Office of Informatics and Analytics (10P)  
810 Vermont Avenue NW  
Washington, DC 20420

- G. Implement administrative, physical, and technical safeguards and controls for the PHI that Business Associate receives, maintains, or transmits on behalf of Covered Entity, including policies, procedures, training, and sanctions, in compliance with Federal Information Security Management Act (FISMA), Pub. L. No. 107-347, 116 Stat. 2946 (2002); the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160, 162, and 164; standards and guidance from the Office of Management and Budget and the National Institute of Standards and Technology; Federal Records Act requirements, National Archives and Records Administration regulations, to include applicable records retention schedules, and other laws, regulations, and policies pertaining to safeguarding VA Sensitive Data;
- H. Require contractors, subcontractors, or other agents to whom Business Associate provides PHI received from Covered Entity to agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement, including implementation of administrative, physical, and technical safeguards and controls, including policies, procedures, training, and sanctions, in compliance with the above-referenced legal authorities;
- I. Obtain satisfactory written assurances from contractors, subcontractors, or other agents to whom Business Associate provides PHI received from Covered Entity that the contractors, subcontractors, or other agents agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement;
- J. If Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within ten (10) business days of receiving a written request from Covered Entity:
  - (1) Make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals' requests for access to PHI about them that is not in the possession of Covered Entity;
  - (2) Incorporate any amendments or corrections to the PHI in the Designated Record Set or System of Records in accordance with the Privacy Act and the HIPAA Privacy Rule; and
  - (3) Maintain the information necessary to document the disclosures of PHI sufficient to make an accounting of those disclosures as required under the Privacy Act, 5 U.S.C. § 552a, and the HIPAA Privacy Rule, and within ten (10) business days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or System of Records;
- K. Utilize only contractors, subcontractors, or other agents who are physically located within a jurisdiction subject to the laws of the United States and ensure that no contractor, subcontractor, or agent maintains, processes, uses, or discloses PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction. Any

modification to this provision must be approved by Covered Entity in advance and in writing;

- L. Provide satisfactory assurances that the confidentiality, integrity, and availability of the PHI provided by Covered Entity under this Agreement are reasonably and appropriately protected;
  - M. Upon completion or termination of the applicable contract(s) or agreement(s), return and/or destroy, at Covered Entity's option, the PHI gathered, created, received, or processed during the performance of the contract(s) or agreement(s). No data will be retained by Business Associate, or contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted by Covered Entity. As deemed appropriate by and under the direction of Covered Entity, Business Associate shall provide written assurance that all PHI has been returned to Covered Entity or destroyed by Business Associate. If immediate return or destruction of all data is not possible, Business Associate shall notify Covered Entity and assure that all PHI retained will be safeguarded to prevent unauthorized Uses or Disclosures;
  - N. Be liable to Covered Entity for any civil or criminal penalties imposed on Covered Entity under the HIPAA Privacy and Security Rules in the event of a violation of the Rules as a result of any practice, behavior, or conduct by Business Associate;
  - O. Make available to Covered Entity its practices, policies and procedures, for the purpose of determining compliance with this Agreement and underlying agreements; and
  - P. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books, and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges.
5. Obligations of Covered Entity. Covered Entity agrees that it:
- A. Has obtained or will obtain from Individuals any consents, authorizations, and other permissions necessary or required by laws applicable to Covered Entity for Business Associate and Covered Entity to fulfill their obligations under this Agreement;
  - B. Will promptly notify Business Associate in writing of any restrictions on the Use and Disclosure of PHI about Individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under this Agreement; and
  - C. Will promptly notify Business Associate in writing of any change in, or revocation of, permission by an Individual to use or disclose PHI, if such change or revocation may affect Business Associate's ability to perform its obligations under this Agreement;
6. Material Breach and Termination.
- A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (1) Provide an opportunity for Business Associate to cure the breach or end the violation;

(2) Terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(3) Immediately terminate this Agreement and underlying contract(s) if cure is not possible; or

(4) If Business Associate has breached a material term of this Agreement and neither termination nor cure is feasible, report the violation to the Secretary of Health and Human Services.

- B. Termination Upon Review. This Agreement may be terminated by Covered Entity, if appropriate, upon review as defined in Section 12 of this Agreement.
- C. Automatic Termination. This Agreement will automatically terminate upon completion of the Business Associate's duties under all underlying agreements or by mutual written agreement to terminate underlying agreements.
- D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.
7. Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the Privacy and Security Rules or other applicable law.
8. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
9. Other Applicable Law. This Agreement does not and is not intended to abrogate any responsibilities of the parties under any other applicable law.
10. Effect of Agreement. With respect solely to the subject matter herein, the terms and conditions in a National Business Associate Agreement, executed by the Director, Health Information Governance, or a designated representative, will supersede any local business associate agreement between Business Associate and a component of VHA. The parties also agree that a National Business Associate Agreement, unless itself modified by the parties, will control and cannot be superseded, modified, or nullified by any local business associate agreement.
11. Effective Date. This Agreement shall be effective on the last signature date below.
12. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability of the agreement based on the relationship of the parties at the time of review.

**Department of Veterans Affairs  
Veterans Health Administration**

**COMPANY/ORGANIZATION**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
\_\_\_\_\_

**Title:** \_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## D.2 VISN 10 MEDICAL FACILITIES, AMBULATORY CARE CENTER AND CBOC'S

VAMC & ASSOCIATED CLINICS	VAMC & ASSOCIATED CLINICS	VAMC & ASSOCIATED CLINICS
<b>Chillicothe VAMC</b> 17273 State Route 104 Chillicothe, OH 45601 Require dispensing on site	<b>Florence CBOC</b> 7711 Ewing Avenue Florence, KY 41042 Require dispensing off site	<b>Newark CBOC</b> 1855 W. Main Street Newark, OH 43055 Require dispensing off site
<b>Cincinnati VAMC</b> 3200 Vine Street Cincinnati, OH 45220 Require dispensing on site	<b>Grove City CBOC</b> 1955 Ohio Avenue Grove City, OH 43123 Require dispensing off site	<b>New Philadelphia CBOC</b> 1260 Monroe Avenue – Suite 1A New Philadelphia, OH 44663 Require dispensing off site
<b>Cleveland VAMC</b> 10701 E. Boulevard Cleveland, OH 44106 Require dispensing on site	<b>Hamilton CBOC</b> 1755-C South Eire Highway Hamilton, OH 45011 Require dispensing off site	<b>Painesville CBOC</b> 7 West Jackson Street Painesville, OH 44077 Require dispensing off site
<b>Columbus ACC</b> 420 N. James Road Columbus, OH 43219 Require dispensing on site	<b>Lancaster CBOC</b> 1550 Sheridan Drive – Suite 100 Lancaster, OH 43130 Require dispensing off site	<b>Portsmouth CBOC</b> 840 Gallia Street Portsmouth, OH 45662 Require dispensing off site
<b>Dayton VAMC</b> 4100 W. Third Street Dayton, OH 45428 Require dispensing on site	<b>Lawrenceburg CBOC</b> 1600 Flossie Drive Greendale, IN 47025 Require dispensing off site	<b>East Liverpool/Calcutta CBOC</b> 15655 State Route 170 – Suite A Calcutta, OH 43920 Require dispensing on or off site
<b>Akron CBOC</b> 55 W. Waterloo Akron, OH 44319 Require dispensing on site	<b>Lima CBOC</b> 1303 Bellefontaine Avenue Lima, OH 45804 Require dispensing off site	<b>Richmond CBOC</b> 4351 South A Street Richmond, IN 47374 Require dispensing off site
<b>Athens CBOC</b> 510 West Union Street Athens, OH 45701 Require dispensing off site	<b>Lorain CBOC</b> 205 West 20 <sup>th</sup> Street Lorain, OH 44052 Require dispensing on site	<b>Sandusky CBOC</b> 3416 Columbus Avenue Sandusky, OH 44870 Require dispensing on site
<b>Bellevue CBOC</b> 103 Landmark Drive – Suite 300 Bellevue, KY 41073 Require dispensing off site	<b>Mansfield CBOC</b> 1456 Park Avenue West Mansfield, OH 44906 Require dispensing off site	<b>Springfield CBOC</b> 512 South Burnett Road Springfield, OH 45505 Require dispensing off site
<b>Cambridge CBOC</b> 2146 Southgate Pkwy Cambridge, OH 43725 Require dispensing off site	<b>Marietta CBOC</b> 418 Colgate Drive Marietta, OH 45750 Require dispensing off site	<b>Youngstown CBOC</b> 2031 Belmont Avenue Youngstown, OH 44505 Require dispensing on site
<b>Canton CBOC</b> 733 Market Avenue South Canton, OH 44702 Require dispensing on site	<b>Middletown CBOC</b> 675 North University Boulevard Middletown, OH 45042 Require dispensing off site	<b>Zanesville CBOC</b> 2800 Maple Avenue Zanesville, OH 43701 Require dispensing off site

<p><b>Clermont County CBOC</b></p> <p>4600 Beechwood Road Cincinnati, OH 45244 Require dispensing off site</p>	<p><b>Georgetown CBOC</b></p> <p>4903 State Route 125 Georgetown, OH 45121 Require dispensing off site</p>	<p><b>Wilmington Outreach Clinic</b></p> <p>448 West Main Street Wilmington, OH 45177 Require dispensing off site</p>
<p><b>Parma CBOC</b></p> <p>8787 Brookpark Road Parma, OH 44141 Require dispensing on site</p>	<p><b>Marion CBOC</b></p> <p>1203 Delaware Ave Marion, Ohio 43224 Require dispensing on site</p>	

**Dispensing sites shall be added in or near VA Clinic Based Outpatient Clinics (CBOC) as they are opened throughout the VISN 10 at no additional cost to the VA.**

## D.3 PAST PERFORMANCE QUESTIONNAIRE

**RFP NUMBER: VA250-13-R-0188**

**TITLE: 'PROVIDE PRESCRIPTION EYEGLASS SERVICES'**

**SECTION I: OFFERORS SHALL COMPLETE** the below requested information and then provide the Questionnaire to the appropriate Reference for each source of Past Performance Information mentioned in its Offer. The Reference must have significant familiarity with the selected contract or subcontract, in order to provide informed answers and comments about various aspects of the past performance. This Questionnaire needs to be sent to three (3) different References.

NAME OF OFFEROR \_\_\_\_\_

NAME OF PAST PERFORMANCE REFERENCE \_\_\_\_\_

CONTRACT NUMBER and DATES OF SERVICE \_\_\_\_\_

DESCRIPTION OF SERVICE \_\_\_\_\_

**SECTION II: REFERENCE(S) SHALL COMPLETE** the requested information concerning the past performance of the above named Offeror relative to the contract effort stated. The Reference may return the completed form directly to the requesting Offeror to be included along with its response to the VA RFP, or in the alternative, may return the completed form directly to the VA Contracting Official noted in Section III by the date and time which Offeror responses are due.

NAME OF REFERENCE \_\_\_\_\_

TITLE/POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## **(A) QUALITY OF SERVICE**

1. Did the contractor comply with all contract requirements?

*Yes* \_\_\_ *No* \_\_\_

*Comments:* \_\_\_\_\_

2. With regard to timeliness of performance, were turnaround times of the contract met (i.e. completion of administrative requirements, task orders, milestones, production, and delivery requirements?

*Yes* \_\_\_ *No* \_\_\_

*Comments:* \_\_\_\_\_

3. Was the contractor's work found to be accurate and technically/clinically excellent?

*Yes* \_\_\_ *No* \_\_\_

*Comments:* \_\_\_\_\_

4. How would you rate the quality of the contractor's end products furnished under this contract?

*Excellent* \_\_\_ *Good* \_\_\_ *Fair* \_\_\_ *Poor* \_\_\_ *Unsatisfactory*

*Comments:* \_\_\_\_\_

5. How would you rate the quality of the contractor's customer service furnished under this contract?

*Excellent* \_\_\_ *Good* \_\_\_ *Fair* \_\_\_ *Poor* \_\_\_ *Unsatisfactory*

*Comments:* \_\_\_\_\_

## **(B) BUSINESS RELATIONS**

6. Was contract Management efficient and responsive?

\_\_\_ *Always* \_\_\_ *Most of the time* \_\_\_ *Sometimes* \_\_\_ *Never*

7. Did the contractor exhibit effective communication(s)?

\_\_\_ *Always* \_\_\_ *Most of the time* \_\_\_ *Sometimes* \_\_\_ *Never*

8. Did the contractor exhibit reasonable and cooperative behavior?

\_\_\_ *Always* \_\_\_ *Most of the time* \_\_\_ *Sometimes* \_\_\_ *Never*

9. Was the contractor flexible?

\_\_\_ *Always* \_\_\_ *Most of the time* \_\_\_ *Sometimes* \_\_\_ *Never*

10. Did the contractor recommend effective solutions to problems?

\_\_\_ *Always* \_\_\_ *Most of the time* \_\_\_ *Sometimes* \_\_\_ *Never*

11. Did the contractor exhibit a business-like concern for the interests of your Agency or Business:

\_\_\_ *Always* \_\_\_ *Most of the time* \_\_\_ *Sometimes* \_\_\_ *Never*

12. How would you rate the contractor in the area of business relations generally?

\_\_\_ *Excellent* \_\_\_ *Good* \_\_\_ *Fair* \_\_\_ *Poor* \_\_\_ *Unsatisfactory*



Comments on questions 6 through 11 above: \_\_\_\_\_

\_\_\_\_\_

**(C) CUSTOMER SATISFACTION**

13. How would you rate the contractor on the basis of customer (end-user) satisfaction?

\_\_\_\_Excellent \_\_\_\_Good \_\_\_\_Fair \_\_\_\_Poor \_\_\_\_Unsatisfactory

14. Would you select this firm again?

\_\_\_\_Yes \_\_\_\_No

Comments: \_\_\_\_\_

End of Section II

\*\*\*\*\*

**SECTION III: COMPLETED FORM MUST BE RETURNED TO THE VA CONTRACTING OFFICE BY THE DATE AND TIME OFFERS ARE DUE. THE OFFEROR MAY SUBMIT THE COMPLETED QUESTIONNAIRE ALONG WITH HIS/HER PROPOSAL; OR, THE REFERENCE PROVIDING THE PERFORMANCE INFORMATION HEREIN MAY FORWARD THE COMPLETED FORM DIRECTLY TO THE CONTRACTING OFFICE, IF PREFERRED.**

**IN ALL CASES, THE COMPLETED PAST PERFORMANCE REFERENCES MUST REACH THE CONTRACTING OFFICE BY THE DATE AND TIME OFFERS ARE DUE. THE DUE DATE AND TIME IS MENTIONED ON PAGE ONE (1), BLOCK EIGHT (8) OF THIS SOLICITATION. THE GOVERNMENT BEARS NO RESPONSIBILITY TO ASSURE QUESTIONNAIRES ARE PROPERLY RECEIVED.**

POC: GINA P. CRANK  
CHALMERS P. WYLIE VA AMBULATORY CARE CENTER  
420 NORTH JAMES ROAD  
COLUMBUS, OHIO 43219-1834  
Phone: (614) 257-5267  
Email: Gina.crank@va.gov  
Fax: (614) 388-7500

## SECTION E - SOLICITATION PROVISIONS

### ***E.1 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

## **SPECIFIC INSTRUCTIONS TO OFFERORS REGARDING PROPOSAL SUBMISSION**

**A. General:** For the purpose of this RFP, the terms 'Offer' and 'Proposal' are synonymous. The term 'Offeror' applies to the Contractor submitting the Offer, as well as to the Individual authorized to submit a proposal on behalf of that business. If submitting as a joint venture, or where contract performance will include subcontractor(s), the Part I Technical Proposal submission must also include technical and past performance information for the partner or subcontractor(s), in order for the Government to conduct an informed evaluation. Offerors should note that their proposals provide the Government evaluation team with an introduction to the firm's business practices.

**B. Format:** Offerors must submit a 2-Part proposal in response to this RFP. Three (3) copies of Part I Technical Proposal and Three (3) copies of Part II Price Proposal shall be provided. The Technical Proposal includes information submitted in response to the Offeror's Technical Capability, as well as its Past Performance.

In addition to the hard copies of the proposal required above, offerors shall also submit an electronic copy of all of the technical documents included in Part I to [gina.crank@va.gov](mailto:gina.crank@va.gov). Offerors shall include the following in their electronic submission:

Subject area include: VA250-13-R-0188 followed by the Offeror's Name.

- Each electronic submission should also include the name and phone number of the individual submitting the information electronically. The Contracting Officer will distribute copies to the technical review team for a confidential review.
- Any technical information which is considered to be "proprietary" or confidential must be marked as such.
- Under no circumstances shall any pricing information be included in the electronic submission.

**C. Content:** All information submitted with the proposal is expected to be 'reader-friendly', i.e., organized in accordance with the numbering system outlined below for each of the 2 parts of the proposal, legible, concise, and clearly address the particular point being addressed. Offeror is free to submit any additional information which may not be specifically requested below, but which adds value to the Offer.

**D. Effect:** The submission of a complete Offer, which includes both price and technical responses, will indicate the Offeror's unconditional acceptance of the terms, conditions and requirements contained in this solicitation. An objection to any of the terms, conditions or requirements of this solicitation will constitute a deficiency, which may render the Offer unacceptable for award.

**E. Part I; Technical Capability Proposal:** The Technical Capability Proposal shall address:

Evaluation Factor #1 – Technical Capability; and

Evaluation Factor #2 - Past Performance.

It must provide sufficient information to demonstrate the Offeror's capability and record of performance of all aspects of contract requirements.

**F. Factor #1: Technical Capabilities shall consist of the following sub-factors:**

Technical and past performance, when combined, is significantly more important to Price. With regards, Technical and Past Performance are comparatively equal in importance.

**Sub-Factor 1A - Frames- Style and Quality.** To evidence the specific products being offered, each offeror will submit samples, to include a selection of at least twenty five (25) frames (15men / 10 women) for the Government's consideration. Styles shall be both plastic and metal, and should consist of mixture of contemporary and classic in design.

The following sizes and types shall be provided:

PLASTIC FRAMES	Sizes	Bridge	Temple
<b>Male Styles</b>			
Square	50-62	16-19	135-150mm
Oval or Rectangular	53-56	16-19	135-145
<b>Female Styles</b>			
Square	50-58	16-19	130-145
Oval	46-58	16-19	130-145
<b>METAL FRAMES</b>			
<b>Male Styles</b>			
Classic	50-62	16-19	135-150
Round	46-54	16-19	130-145 Unisex
Oval	46-56	16-19	130-145 Unisex
<b>Female Styles</b>			
Oval or Rectangular	48-58	16-19	130-145

(A). Selection shall include frames with fixed bridges in multiple sizes and hypo-allergenic.

(B). All frames need to be available in various colors with flexing hinges.

(C). In addition to frame selection, Offeror shall provide samples for:

(a) Frame Kits (b) Frame Repair Kits (c) Tint Samples (d) Eyeglass Cases

(D). Offeror shall provide written descriptive literature, e.g., catalog cuts, brochures, illustrations, specifications, etc; for all available products and suppliers which could be contemplated for use in contract performance, regardless of whether or not a sample was provided.

**Reminder:** Prospective providers must submit along with their proposal, a minimum of twenty-five (25) individual frame styles with their proposal so VA can ascertain the quality of the frames to be used in the contract.

#### **Sub-Factor 1B - Organizational Approach**

(A). Summarize the overall plan to effectively satisfy contract requirements, considering at a minimum the size of the physical area to be served, fluctuating volumes subject to demand ordering, the emphasis on timely delivery and service, and the effect of the Offeror's current and ongoing sales and service commitments.

(B). Describe ongoing business plans and practices as well as outcomes, with regard to product quality control and quality assurance.

(C). Describe ongoing business plans and practices as well as outcomes, linked to customer service and customer satisfaction margin(s) of error with regard to prescriptions.

(D). Provide a listing of Key Personnel who will be most directly responsible for and accountable for contract performance at a management or supervisory level. Qualifications statements shall be provided, which shall include work experience, education, training, and professional certifications and licensures.

#### **Sub-Factor 1C - Facilities and Equipment**

(A). Describe the physical facilities and resources to be utilized for production and for service of ordered products, such as equipment/machinery to be used for fabrication of eyeglasses. Include the current condition of facilities and the planned program for repair, maintenance and upgrade.

(B). Describe the facilities, resources and method to be utilized for packaging and shipping to assure on-time delivery of ordered products.

**Sub-Factor 1D - Timely Delivery and Service:** Discuss the plan for accomplishing turnaround times in the statement of work. Provide factual evidence of ability to meet delivery and customer service requirements for high volume, on-demand contract requirements.

**Sub-Factor 1E - Contingency Plan:** Provide contingency plan for satisfying contract requirements in the event of an emergent situation; include contingency for all aspects of service and delivery.

**Sub-Factor 1F – Quality Assurance Plan (QAP):** Provide a QAP that monitors Fabrication, Dispensing, Delivery, Quality of Material and Customer Service.

#### **G. Factor #2: Past Performance Information**

1. Provide three (3) references for contracts which are similar in size and scope to that solicited by this RFP. Federal, State and Local Government contracts and Private contract references should be provided if available but magnitude of the contract (being referenced) is the priority consideration of the Evaluators. Current/ongoing contracts and/or those completed within the last three (3) years are considered the most relevant.



2. For each reference being provided, complete a 'Past Performance Information Questionnaire', which is provided in section D.3. Instructions are found on the questionnaire form. Offerors are encouraged to request their selected references to complete the appropriate portion of the questionnaire early in the process of information gathering for proposal submission, so that completed forms may be submitted timely with the Offer.

3. In addition to references provided by the Offer, the Government reserves the right to obtain information for use in its evaluation of an Offeror's past performance from any and all sources available.

4. Complete the solicitation Clause at 52.212-3 (Offeror Representation and Certifications - Commercial Items) with all appropriate information completed by the Offeror.

**H. Part II; Factor #3: Price Proposal:** The Price Proposal shall address Evaluation Factor #3 Pricing. (3) Copies of each of the following must be provided:

1. Standard Form 1449, "Solicitation/Contract/Order for Commercial Items", with blocks 12, 17a, 30a, 30b and 30c completed by the Offeror. Both copies to be signed as original by the authorized representative for the Contractor submitting the Offer.

2. Solicitation Section B, "Schedule of Supplies or Services and Prices/Costs" (the 'Schedule'), with Offerors proposed contract line item prices inserted in appropriate spaces provided.

3. Any price-related factors, if applicable, which would constitute an overall cost savings to the Government, and which are not already reflected in the unit pricing offered in the Schedule.

**I.** The Offeror agrees to hold its prices in its offer firm for 90 calendar days from the date specified from receipt of offers. This supersedes the period of acceptance found in clause 52.212-1 article (c) paragraph 1.

**J.** Method of Submission of Offers:

1. Hard Copies - Delivery address: Chalmers P. Wylie VA Ambulatory Care Center, Attn: Gina P. Crank, 420 N. James Road, Columbus, OH 43219-1834.

2. Electronic Copy - Primary Email address to direct Offers: [gina.crank@va.gov](mailto:gina.crank@va.gov). Phone Gina P. Crank at (614) 257-5267 if the Government's email confirmation of receipt of Offer is required immediately.

## ***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:

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

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

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

(End of Provision)

## ***E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)***

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity

Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

#### ***E.4 52.216-1 TYPE OF CONTRACT (APR 1984)***

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

(End of Provision)

#### ***E.5 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)***

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

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

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

(End of Provision)

### ***E.7 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)***

As prescribed in [25.1101](#)(f), insert the following solicitation provision:

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

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

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

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

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

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

(End of provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs  
VISN 10 Contracting  
Attn: Gina P. Crank  
2780 Airport Drive Suite 340  
Columbus OH 43219-2289

Mailing Address:

Department of Veterans Affairs  
Chalmers P. Wylie Ambulatory Care Center  
Attn: Gina P. Crank  
420 North James Road  
Columbus OH 43219-1834

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

(End of Provision)

***E.9 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)***

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the most recent American National Standards for Ophthalmic – Prescription Ophthalmic Lenses and all ophthalmic lenses shall be in accordance with the Food and Drug Administration regulations 21 CFR, Parts 3 and 4 as to all frames shall be in accordance with the most recent ANSI Z 90.1 requirement for dress and safety ophthalmic wear. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

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

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

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

(6) State the form of relief requested; and

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

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

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

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

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such

designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

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

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

(End of Provision)

***E.14 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)***

As prescribed in [873.110\(e\)](#), insert the following provision:

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of provision)

(End of Addendum to 52.212-1)

***E.15 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:

FACTOR #1: TECHNICAL CAPABILITY - Frames, Style & Quality,  
Organizational Approach, Facilities & Equipment, Timely  
Delivery and Service Contingency Plan

FACTOR #2: PAST PERFORMANCE

FACTOR #3: PRICE

Technical and past performance, when combined, is significantly more important to Price. With regards, Technical and Past Performance are comparatively equal in importance.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

### ***E.16 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (DEC 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;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.



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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

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

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or

more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

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

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

(b)

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

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

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

**Line Item No.      Country of Origin**


[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25. \(g\)\(1\) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate](#). (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

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

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

**Line Item No. Country of Origin**


[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American 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.**

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[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:

**Line Item No.      Country of Origin**


[List as necessary]

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

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

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

**Line Item No.      Country of Origin**


[List as necessary]

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

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

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

Other End Products:

**Line Item No.      Country of Origin**




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[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

**Listed End Product      Listed Countries of Origin**

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.]

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

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

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

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

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

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

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(5) *Common parent*.

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

o Name and TIN of common parent:

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

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
  - (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).
  - (2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o) (3) of this provision, by submission of its offer, the offeror—
    - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
    - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
    - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
  - (3) The representation and certification requirements of paragraph (o) (2) of this provision do not apply if—
    - (i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and
    - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)