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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			VA118-14-R-0385	7/16/2014

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Justin Helfman, Contract Specialist	732-795-1119	7/30/14 /3PM EST

9. ISSUED BY CODE
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way

Eatontown NJ 07724

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 541519

SIZE STANDARD: $27.5M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [x] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [x] RFP

15. DELIVER TO CODE
See Delivery Schedule

16. ADMINISTERED BY CODE
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way

Eatontown NJ 07724

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. DUNS: DUNS+4:

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE
Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin TX 78714-8971

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section B.4 Price Schedule Title: Web and VA Mobile Solution The Points of Contact are Justin Helfman, Contract Specialist, Justin.Helfman@va.gov, 732-795-1119 and Debra Clayton, Contracting Officer, Debra.Clayton2@va.gov, 732-795-1015 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Debra G. Clayton
Contracting Officer

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 0010B
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way West

Eatontown NJ 07724

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

[X] 52.232-34, Payment by Electronic Funds Transfer - Other than 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 [in accordance with the Delivery Schedule set forth in Schedule B]

4. GOVERNMENT INVOICE ADDRESS: Any invoices that cannot be accepted by VA through Electronic invoices may be mailed to the following address (The mailing address is only provided for use if any of the conditions in 852.232-70(e) apply):

Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin TX 78714-8971

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

AMENDMENT NO DATE

_____ _____
_____ _____
_____ _____

B.2 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations ("FAR"), shall govern this Order. Commercial license agreements may be made a part of this Contract but only if both parties expressly make them an addendum. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap) or any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Order.; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Order. Federal law and regulation, including without limitation, the Contract Disputes Act (41 U.S.C. §601-613), the Anti-Deficiency Act (31 U.S.C. §1341 et seq.), the Competition in Contracting Act (41 U.S.C. §2304), the Prompt Payment Act (31 U.S.C. §3901, et seq.) and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control and render ineffective any inconsistent, conflicting or duplicative provision in any commercial license agreement. In the event of conflict between this clause and any provision in the Order or the commercial license agreement or elsewhere, the terms of this clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Order must be made by order modification (Standard Form 30). Nothing in this Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.3 SUBCONTRACTING COMMITMENTS - MONITORING AND COMPLIANCE

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to

cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

B.4 PRICE SCHEDULE

Base Period					
Line Item	**Description**	**QTY**	**Unit**	**Unit Price**	**Total Price**
0001	**Project Management** In Accordance With (IAW) Performance Work Statement (PWS) Section 5.1. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.1 and all its subparagraphs. Period of Performance (PoP): 12 months from date of award. VA COR approval of the SLINs 0001AA through 0001AD constitutes the acceptance of the project management services.	12	MO	$	$
0001AA	**Contractor Project Management Plan** IAW PWS Section 5.1.1 Due 30 Days After Contract (DAC) award and updated monthly thereafter. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0001AB	**Monthly Progress Report** IAW PWS Section 5.1.3 Due on the fifth day of each month throughout the PoP Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	12	MO	NSP	NSP
0001AC	**Kickoff Meeting Agenda and Briefing Slides** IAW PWS Section 5.1.2 Due 5 days prior to the kickoff meeting Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	1	EA	NSP	NSP
0001AD	**Kickoff Meeting Minutes** IAW PWS Section 5.1.2 Due 3 days after the kickoff meeting Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	1	EA	NSP	NSP

0002	**Travel** IAW PWS Section 4.3 Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates in accordance with the Federal Travel Regulation. The Contractor's fixed handling rate, as set forth herein, may be applied to the billable travel cost. Profit shall not be applied. Travel shall be approved by the COR in advance and in writing. The fixed handling rate on travel is **_%**	1	LT	NTE $310,977.44	NTE $310,977.44
0003	**Medical Mobile Device Provisioning/Activation, Repair, And Decommissioning Services** IAW PWS Section 5.2.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.1 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0003AA	**Device Provisioning, Repair, and Decommissioning Plan** IAW PWS Section 5.2.1 Due 30 DAC award. Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	1	EA	NSP	NSP
0003AB	**Monthly Medical Mobile Device Inventory Report** IAW PWS Section 5.2.1 Due the fifth day of each month throughout the PoP. Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	12	MO	NSP	NSP
0004	**Purchase Of Medical Mobile Devices (OPTIONAL TASK)** IAW PWS Section 5.2.2 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire tablets in a quantity not to**				

	exceed 25,000 total units. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.2 and all its subparagraphs. Price includes tablet and case.				
0004AA	**IPAD MINI** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AB	**IPAD AIR** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AC	**IPAD 4th Generation** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AD	**IPADS 3rd Generation** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

0004AE	**IPAD 2** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AF	**SAMSUNG GALAXY NOTE 8.0** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AG	**SAMSUNG GALAXY NOTE 10.1 2014 EDITION** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AH	**SAMSUNG GALAXY TAB 2 10.1** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

0004AI	**SAMSUNG GALAXY TAB 3 10.1** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AJ	**ThinkPad 8** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AK	**ThinkPad 10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AL	**ARROWS TAB Q584/H** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

0004AM	**Venue 8 Pro** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0004AN	**Venue 11 Pro 71/30/7139** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
0005	**Data Plans (OPTIONAL PLANS)** IAW PWS Section 5.2.3 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire data plans in quantity not to exceed 30,000 total data plans.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.3 and all its subparagraphs. The period of performance will begin when each device is activated until the end of the base period. 1-500 data plans $_____ 501-1,000 data plans $_____ 1,001 – 5,000 data plans $_____ 5,001-10,000 data plans $_____ 10,001 – 30,000 data plans $_____			See "Description" column	

0005AA	**Device Data Plan Inventory** IAW PWS Section 5.2.4 Due the fifth day of each month throughout the PoP. Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0006	**Purchase Of Smartphones Utilized As Medical Devices (OPTIONAL TASK)** IAW PWS Section 5.2.4 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire smartphones in a quantity not to exceed 5,000 total units.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.4 and all its subparagraphs. Price includes smartphone and case.				
0006AA	**IPHONE 4** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AB	**IPHONE 4S** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AC	**IPHONE 5** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	

0006AD	**IPHONE 5C** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AE	**IPHONE 5S** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AF	**SAMSUNG GALAXY S3** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AG	**SAMSUNG GALAXY S4** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AH	**SAMSUNG GALAXY S5** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	

0006AI	**SAMSUNG GALAXY 3.0** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AJ	**BLACKBERRY Z10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AK	**BLACKBERRY Z30** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AL	**BLACKBERRY Q10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0006AM	**WINDOWS 8 HTC** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
0007	**Medical Device Deployment Services** IAW PWS Section 5.2.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of	12	MO	NTE $	NTE $

	the tasks associated with PWS paragraph 5.2.5 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.				
0007AA	**Mobile Processing Recommendation Report** IAW PWS Section 5.3.5.2 Due six months after award and updated every six months thereafter. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	NSP	NSP
0007AB	**Deployment Service Summary Report** IAW PWS Section 5.2.5 Due 10 days after completion of deployment Electronic submission to: VA PM, COR, CO Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0008	**Tier I Mobile Medical Device And VHA App Support** IAW PWS Section 5.3.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.1 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0009	**Mobile Medical Device And Medical App Help Desk Tier 1 Expansion** IAW PWS Section 5.3.1.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.1.1 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0010	**Tier I Non-Medical Tablet And App Support** IAW PWS Section 5.3.2 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.2	1	LO	NTE $	NTE $

	Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.				
0011	**Tier II Mobile Medical Device And App Support** IAW PWS Section 5.3.3 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.3. Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0012	**Mobile Medical Device And App Help Desk Tier II Expansion** IAW PWS Section 5.3.3.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.3.1 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0013	**Tier II Non-Medical Tablet And App Support** IAW PWS Section 5.3.4 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.4 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0014	**Tier III Support** IAW PWS Section 5.3.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.5 and subparagraphs 5.3.5.1 through 5.3.5.3. Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $

0015	**Help Desk Tier III Expansion** IAW PWS Section 5.3.5.4 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.5.4 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0016	**OI&T Tier III Support and App Sustainment** IAW PWS Section 5.3.6 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.6 subparagraphs 5.3.6.1 through 5.3.6.4 Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0016AA	**Monthly Defect Report** IAW PWS Section 5.3.6.1 Due the fifth day of each month throughout the PoP. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0016AB	**Requirements Specification Document and Updates** IAW PWS Section 5.3.6.1 Due five days after evaluation of defect. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0016AC	**Version Design Document** IAW PWS Section 5.3.6.1 Due concurrent with the release of application. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0016AD	**Initial Source Code** IAW PWS Section 5.3.6.2 Due two days after completion of coding for defect repair. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP

0016AE	**User Acceptance Test Package** IAW PWS Section 5.3.6.3 Due ten days after completion of user acceptance testing. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0016AF	**Software Release Product** IAW PWS Section 5.3.6.4 Due five days prior to scheduled release. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0016AG	**Updated Technical Documentation and Source Code** IAW PWS Section 5.3.6.4 Due five days prior to scheduled release. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0017	**OI&T Tier III Support and App Sustainment Expansion** IAW PWS Section 5.3.6.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.6.5. Period of Performance (PoP): 12 months from date of award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
0018	**Help Desk Documentation and Reporting** IAW PWS Section 5.3.7. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.3.7 Period of Performance (PoP): 12 months from date of award. The VA PM/COR approval of the SLINs 0018AA through 0018AB constitutes the acceptance of the project management services.	12	MO	$	$
0018AA	**Detailed Outage Reports** IAW PWS Section 5.3.7 Due two days after each outage Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
0018AB	**MSSD Monthly Progress Report** IAW PWS Section 5.3.7 Due the fifth days of each month throughout the PoP.	1	LO	NSP	NSP

	Inspection/Acceptance: Destination FOB: Destination				
0019	**Transition and Orientation Support (OPTIONAL TASK)** IAW PWS Section 5.4 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.4	1	LO	$	$
0019AA	**Transition Plan** IAW PWS Section 5.4 Due 15 days after option exercise. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
Base Period Total					**$**

Option Period 1 **(This Option may be exercised in accordance with FAR 52.217-9 Option to Extend the Term of the Contract.**					
Line Item	**Description**	**QTY**	**Unit**	**Unit Price**	**Total Price**
1001	**Project Management** In Accordance With (IAW) Performance Work Statement (PWS) Section 5.1. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.1 and all its subparagraphs. Period of Performance (PoP): 12 months commencing the first day after expiration of the Base Period. VA COR approval of the SLINs 1001AA through 1001ADE constitutes the acceptance of the project management services.	12	MO	$	$
1001AA	**Contractor Project Management Plan** IAW PWS Section 5.1.1 Due 30 days after commencement of Option Period 1 and updated monthly thereafter. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1001AB	**Monthly Progress Report** IAW PWS Section 5.1.3 Due on the fifth day of each month throughout the PoP Electronic submission to: VA PM, COR	12	MO	NSP	NSP

	Inspection/Acceptance: Destination FOB: Destination				
1002	**Travel** IAW PWS Section 4.3 Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates in accordance with the Federal Travel Regulation. The Contractor's fixed handling rate, as set forth herein, may be applied to the billable travel cost. Profit shall not be applied. Travel shall be approved by the COR in advance and in writing. The fixed handling rate on travel is **_%**	1	LT	NTE $310,977.44	NTE $310,977.44
1003	**Medical Mobile Device Provisioning/Activation, Repair, And Decommissioning Services** IAW PWS Section 5.2.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.1 Period of Performance (PoP): 12 months commencing the day following the expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1003AA	**Monthly Medical Mobile Device Inventory Report** IAW PWS Section 5.2.1 Due the fifth day of each month throughout the PoP. Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	12	MO	NSP	NSP
1004	**Purchase Of Medical Mobile Devices (OPTIONAL TASK)** IAW PWS Section 5.2.2 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire tablets in a quantity not to exceed 25,000 total units.** This FFP CLIN includes all labor, material, and other				

	costs required for the successful completion of the services detailed in PWS paragraph 5.2.2 and all its subparagraphs. Price includes tablet and case.				
1004AA	**IPAD MINI** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AB	**IPAD AIR** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AC	**IPAD 4th Generation** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AD	**IPADS 3rd Generation** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

1004AE	**IPAD 2** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AF	**SAMSUNG GALAXY NOTE 8.0** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AG	**SAMSUNG GALAXY NOTE 10.1 2014 EDITION** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AH	**SAMSUNG GALAXY TAB 2 10.1** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

1004AI	**SAMSUNG GALAXY TAB 3 10.1** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AJ	**ThinkPad 8** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AK	**ThinkPad 10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AL	**ARROWS TAB Q584/H** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

1004AM	**Venue 8 Pro** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1004AN	**Venue 11 Pro 71/30/7139** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
1005	**Data Plans (OPTIONAL PLANS)** IAW PWS Section 5.2.3 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire data plans in a quantity not to exceed 30,000 total data plans.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.3 and all its subparagraphs. The period of performance will begin when each device is activated until the end of the base period. 1-500 data plans $_____ 501-1,000 data plans $_____ 1,001 – 5,000 data plans $_____ 5,001-10,000 data plans $_____ 10,001 – 30,000 data plans $_____			See "Description" column	

1005AA	**Device Data Plan Inventory** IAW PWS Section 5.2.4 Due the fifth day of each month throughout the PoP. Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1005AB	**Renewal of Data Plans from Base Year** IAW PWS Section 5.2.3 Renewal quantity shall not exceed 30,000 data plans. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.3 and all its subparagraphs. The period of performance will begin when each device is activated until the end of the base period. 1-500 data plans $_____ 501-1,000 data plans $_____ 1,001 – 5,000 data plans $_____ 5,001-10,000 data plans $_____ 10,001 – 30,000 data plans $_____				
1006	**Purchase Of Smartphones Utilized As Medical Devices (OPTIONAL TASK)** IAW PWS Section 5.2.4 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire smartphones in a quantity not to exceed 5,000 total units.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.4 and all its subparagraphs. Price includes smartphone and case.				

1006AA	**IPHONE 4** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AB	**IPHONE 4S** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AC	**IPHONE 5** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AD	**IPHONE 5C** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AE	**IPHONE 5S** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	

1006AF	**SAMSUNG GALAXY S3** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AG	**SAMSUNG GALAXY S4** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AH	**SAMSUNG GALAXY S5** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AI	**SAMSUNG GALAXY 3.0** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AJ	**BLACKBERRY Z10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	

1006AK	**BLACKBERRY Z30** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AL	**BLACKBERRY Q10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1006AM	**WINDOWS 8 HTC** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
1007	**Medical Device Deployment Services** IAW PWS Section 5.2.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.5 Period of Performance (PoP): 12 months from date of Option Period 1 award. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1007AA	**Mobile Processing Recommendation Report** IAW PWS Section 5.3.5.2 Due six months after commencement of Option Period 1 and updated every six months thereafter. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	NSP	NSP

1007AB	**Deployment Service Summary Report** IAW PWS Section 5.2.5 Due 10 days after completion of deployment Electronic submission to: VA PM, COR, CO Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1008	**Tier I Mobile Medical Device And VHA App Support** IAW PWS Section 5.3.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.1 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1009	**Mobile Medical Device And Medical App Help Desk Tier 1 Expansion** IAW PWS Section 5.3.1.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.1.1 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1010	**Tier I Non-Medical Tablet And App Support** IAW PWS Section 5.3.2 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.2 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1011	**Tier II Mobile Medical Device And App Support** IAW PWS Section 5.3.3 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.3. Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period.	1	LO	NTE $	NTE $

	All loaded hourly labor rates shall be in accordance with Attachment 0001.				
1012	**Mobile Medical Device And App Help Desk Tier II Expansion** IAW PWS Section 5.3.3.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.3.1 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1013	**Tier II Non-Medical Tablet And App Support** IAW PWS Section 5.3.4 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.4 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1014	**Tier III Support** IAW PWS Section 5.3.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.5 and subparagraphs 5.3.5.1 through 5.3.5.3. Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1015	**Help Desk Tier III Expansion** IAW PWS Section 5.3.5.4 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.5.4 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1016	**OI&T Tier III Support and App Sustainment** IAW PWS Section 5.3.6 This is a T&M CLIN and includes all labor and	1	LO	NTE $	NTE $

	deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.6 subparagraphs 5.3.6.1 through 5.3.6.4 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.				
1016AA	**Monthly Defect Report** IAW PWS Section 5.3.6.1 Due the fifth day of each month throughout the PoP. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1016AB	**Requirements Specification Document and Updates** IAW PWS Section 5.3.6.1 Due five days after evaluation of defect. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1016AC	**Version Design Document** IAW PWS Section 5.3.6.1 Due concurrent with the release of application. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1016AD	**Initial Source Code** IAW PWS Section 5.3.6.2 Due two days after completion of coding for defect repair. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1016AE	**User Acceptance Test Package** IAW PWS Section 5.3.6.3 Due ten days after completion of user acceptance testing. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1016AF	**Software Release Product** IAW PWS Section 5.3.6.4 Due five days prior to scheduled release. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP

1016AG	**Updated Technical Documentation and Source Code** IAW PWS Section 5.3.6.4 Due five days prior to scheduled release. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1017	**OI&T Tier III Support and App Sustainment Expansion** IAW PWS Section 5.3.6.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.6.5. Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
1018	**Help Desk Documentation and Reporting** IAW PWS Section 5.3.7. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.3.7 Period of Performance (PoP): 12 months commencing the day after expiration of the Base Period. The VA PM/COR approval of the SLINs 1018AA through 1018AB constitutes the acceptance of the project management services.	12	MO	$	$
1018AA	**Detailed Outage Reports** IAW PWS Section 5.3.7 Due two days after each outage Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1018AB	**MSSD Monthly Progress Report** IAW PWS Section 5.3.7 Due the fifth days of each month throughout the PoP. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
1019	**Transition and Orientation Support (OPTIONAL TASK)** IAW PWS Section 5.4 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the	1	LO	$	$

	services detailed in PWS paragraph 5.4				
1019AA	**Transition Plan** IAW PWS Section 5.4 Due 15 days after option exercise. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
Option Period 1 Total					**$**

Option Period 2 **(This Option may be exercised in accordance with FAR 52.217-9 Option to Extend the Term of the Contract.**					
Line Item	**Description**	**QTY**	**Unit**	**Unit Price**	**Total Price**
2001	**Project Management** In Accordance With (IAW) Performance Work Statement (PWS) Section 5.1. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.1 and all its subparagraphs. Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. VA COR approval of the SLINs 2001AA through 2001AD constitutes the acceptance of the project management services.	12	MO	$	$
2001AA	**Contractor Project Management Plan** IAW PWS Section 5.1.1 Due 30 Days After Contract (DAC) award and updated monthly thereafter. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2001AB	**Monthly Progress Report** IAW PWS Section 5.1.3 Due on the fifth day of each month throughout the PoP Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	12	MO	NSP	NSP
2002	**Travel** IAW PWS Section 4.3 Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates in accordance with the Federal Travel Regulation. The Contractor's fixed handling rate, as set forth	1	LT	NTE $310,977.44	NTE $310,977.44

	herein, may be applied to the billable travel cost. Profit shall not be applied. Travel shall be approved by the COR in advance and in writing. The fixed handling rate on travel is **_%**				
2003	**Medical Mobile Device Provisioning/Activation, Repair, And Decommissioning Services** IAW PWS Section 5.2.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.1 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2003AA	**Monthly Medical Mobile Device Inventory Report** IAW PWS Section 5.2.1 Due the fifth day of each month throughout the PoP. Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	12	MO	NSP	NSP
2004	**Purchase Of Medical Mobile Devices (OPTIONAL TASK)** IAW PWS Section 5.2.2 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire tablets in a quantity not to exceed 25,000 total units.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.2 and all its subparagraphs. Price includes tablet and case.				
2004AA	**IPAD MINI** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

2004AB	**IPAD AIR** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AC	**IPAD 4th Generation** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AD	**IPADS 3rd Generation** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AE	**IPAD 2** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

2004AF	**SAMSUNG GALAXY NOTE 8.0** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AG	**SAMSUNG GALAXY NOTE 10.1 2014 EDITION** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AH	**SAMSUNG GALAXY TAB 2 10.1** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AI	**SAMSUNG GALAXY TAB 3 10.1** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

2004AJ	**ThinkPad 8** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AK	**ThinkPad 10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AL	**ARROWS TAB Q584/H** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2004AM	**Venue 8 Pro** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	

2004AN	**Venue 11 Pro 71/30/7139** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 5,000 units $_____ 5,001-10,000 units $_____ 10,001 – 25,000 units $_____			See "Description" column	
2005	**Data Plans (OPTIONAL PLANS)** IAW PWS Section 5.2.3 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire data plans in quantity not to exceed 30,000 total data plans.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.3 and all its subparagraphs. The period of performance will begin when each device is activated until the end of the base period. 1-500 data plans $_____ 501-1,000 data plans $_____ 1,001 – 5,000 data plans $_____ 5,001-10,000 data plans $_____ 10,001 – 30,000 data plans $_____			See "Description" column	
2005AA	**Device Data Plan Inventory** IAW PWS Section 5.2.4 Due the fifth day of each month throughout the PoP. Electronic submission to: VA PM, COR Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2005AB	**Renewal of Data Plans from Option Period One (Including renewal of Base Period data plans)** IAW PWS Section 5.2.3				

	Renewal quantity shall not exceed 60,000 data plans. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.3 and all its subparagraphs. The period of performance will begin when each device is activated until the end of the base period. 1-500 data plans $_____ 501-1,000 data plans $_____ 1,001 – 5,000 data plans $_____ 5,001-10,000 data plans $_____ 10,001 – 30,000 data plans $_____				
2006	**Purchase Of Smartphones Utilized As Medical Devices (OPTIONAL TASK)** IAW PWS Section 5.2.4 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** **This option may be exercised from time to time to acquire smartphones in a quantity not to exceed 5,000 total units.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.4 and all its subparagraphs. Price includes smartphone and case.				
2006AA	**IPHONE 4** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	

2006AB	**IPHONE 4S** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AC	**IPHONE 5** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AD	**IPHONE 5C** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AE	**IPHONE 5S** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AF	**SAMSUNG GALAXY S3** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	

2006AG	**SAMSUNG GALAXY S4** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AH	**SAMSUNG GALAXY S5** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AI	**SAMSUNG GALAXY 3.0** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AJ	**BLACKBERRY Z10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AK	**BLACKBERRY Z30** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	

2006AL	**BLACKBERRY Q10** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2006AM	**WINDOWS 8 HTC** 1-500 units $_____ 501-1,000 units $_____ 1,001 – 2,500 units $_____ 2,501 – 5,000 units $_____			See "Description" column	
2007	**Medical Device Deployment Services** IAW PWS Section 5.2.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.5 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2007AA	**Mobile Processing Recommendation Report** IAW PWS Section 5.3.5.2 Due six months after commencement of Option Period 2 and updated every six months thereafter. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	NSP	NSP
2007AB	**Deployment Service Summary Report** IAW PWS Section 5.2.5 Due 10 days after completion of deployment Electronic submission to: VA PM, COR, CO Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2008	**Tier I Mobile Medical Device And VHA App Support** IAW PWS Section 5.3.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.1	1	LO	NTE $	NTE $

	Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.				
2009	**Mobile Medical Device And Medical App Help Desk Tier 1 Expansion** IAW PWS Section 5.3.1.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.1.1 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2010	**Tier I Non-Medical Tablet And App Support** IAW PWS Section 5.3.2 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.2 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2011	**Tier II Mobile Medical Device And App Support** IAW PWS Section 5.3.3 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.3. Period of Performance (PoP): 12 months from commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2012	**Mobile Medical Device And App Help Desk Tier II Expansion** IAW PWS Section 5.3.3.1 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.3.1 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $

2013	**Tier II Non-Medical Tablet And App Support** IAW PWS Section 5.3.4 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.4 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2014	**Tier III Support** IAW PWS Section 5.3.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.5 and subparagraphs 5.3.5.1 through 5.3.5.3. Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2015	**Help Desk Tier III Expansion** IAW PWS Section 5.3.5.4 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.5.4 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2016	**OI&T Tier III Support and App Sustainment** IAW PWS Section 5.3.6 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.6 subparagraphs 5.3.6.1 through 5.3.6.4 Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $
2016AA	**Monthly Defect Report** IAW PWS Section 5.3.6.1 Due the fifth day of each month throughout the PoP. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP

2016AB	**Requirements Specification Document and Updates** IAW PWS Section 5.3.6.1 Due five days after evaluation of defect. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2016AC	**Version Design Document** IAW PWS Section 5.3.6.1 Due concurrent with the release of application. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2016AD	**Initial Source Code** IAW PWS Section 5.3.6.2 Due two days after completion of coding for defect repair. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2016AE	**User Acceptance Test Package** IAW PWS Section 5.3.6.3 Due ten days after completion of user acceptance testing. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2016AF	**Software Release Product** IAW PWS Section 5.3.6.4 Due five days prior to scheduled release. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2016AG	**Updated Technical Documentation and Source Code** IAW PWS Section 5.3.6.4 Due five days prior to scheduled release. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2017	**OI&T Tier III Support and App Sustainment Expansion** IAW PWS Section 5.3.6.5 This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.6.5. Period of Performance (PoP): 12 months commencing the day after expiration of Option Period 1. All loaded hourly labor rates shall be in accordance with Attachment 0001.	1	LO	NTE $	NTE $

2018	**Help Desk Documentation and Reporting** IAW PWS Section 5.3.7. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.3.7 Period of Performance (PoP): 12 months from date of Option Period 2 award. The VA PM/COR approval of the SLINs 2018AA through 2018AB constitutes the acceptance of the project management services.	12	MO	$	$
2018AA	**Detailed Outage Reports** IAW PWS Section 5.3.7 Due two days after each outage Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2018AB	**MSSD Monthly Progress Report** IAW PWS Section 5.3.7 Due the fifth days of each month throughout the PoP. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
2019	**Transition and Orientation Support (OPTIONAL TASK)** IAW PWS Section 5.4 **This Option may be exercised in accordance with FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM.** This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.4	1	LO	$	$
2019AA	**Transition Plan** IAW PWS Section 5.4 Due 15 days after option exercise. Inspection/Acceptance: Destination FOB: Destination	1	LO	NSP	NSP
Option Period 2 Total					**$**
Base Period + Option Period 1 + Option Period 2					**$**

B.5 PERFORMANCE WORK STATEMENT

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Connected Health Office (CHO) is to provide benefits and services to Veterans of the United States. In meeting these goals, CHO strives to provide high quality, effective, and efficient medical mobile devices, software and services to both those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' care and to Veterans receiving care in an effective, timely and compassionate manner.

To assist in facilitating this mission, VA has implemented the VA Mobile Framework (VAMF) to ensure that the combined ecosystem of medical mobile devices, source systems, data services, and open Application Programming Interfaces (APIs), including network services required to interact with enterprise systems efficiently supports the goals expressed above.

For Mobile Solutions to provide the expected benefits supporting Veteran services, coordinated Tier I, Tier II, and Tier III help desk support (Mobile Solutions Service Desk (MSSD)) must be provided.

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201, "Personal Identity Verification of Federal Employees and Contractors," March 2006
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Software Engineering Institute, Software Acquisition Capability Maturity Modeling (SA CMM) Level 2 procedures and processes
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
8. Department of Veterans Affairs (VA) Directive 0710, "Personnel Suitability and Security Program," May 18, 2007
9. VA Directive 6102, "Internet/Intranet Services," July 15, 2008
10. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
11. OMB Circular A-130, "Management of Federal Information Resources," November 28, 2000

12. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
13. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
14. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
15. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
16. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, , 2012
17. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," September 20, 2012
18. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010
19. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
20. VA Handbook 6500.3, "Certification and Accreditation of VA Information Systems," November 24, 2008
21. VA Handbook, 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
22. VA Handbook 6500.6, "Contract Security," March 12, 2010
23. Project Management Accountability System (PMAS) portal (reference PWS References -Technical Library at https://www.voa.va.gov/)
24. OIT ProPath Process Methodology (reference PWS References -Technical Library and ProPath Library links at https://www.voa.va.gov/) NOTE: In the event of a conflict, OIT ProPath takes precedence over other processes or methodologies.
25. Technical Reference Model (TRM) (reference at https://www.voa.va.gov/)
26. National Institute Standards and Technology (NIST) Special Publications
27. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
28. VA Directive 6300, Records and Information Management, February 26, 2009
29. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
30. OMB Memorandum, "Transition to IPv6", September 28, 2010
31. VA Directive 7001 Property Management Regulation Directive of April 28,1994
32. VA Directive 7348 of March 30, 2012 Utilization and Disposal of Personal Property
33. VA Handbook 7127 of September 19, 1995 Materiel Management Procedures
34. VA Handbook 7128 of March 15, 1996 Storage and Distribution Procedures

35. VA Handbook 7345 of March 8, 1996 Sale, Abandonment, or Destruction of Personal Property
36. VA Office of Information Security Accreditation Requirements Guide Standard Operating Procedures JANUARY 2014.URL: https://www.vendorportal.ecms.va.gov/FBODocumentServer/DocumentServer.aspx?DocumentId=1216669&FileName=VA118A-14-I-0032-003.pdf

3.0 SCOPE OF WORK

The Contractor shall support the VA Mobile Framework by provisioning and providing medical mobile devices and maintaining and providing help desk support for medical mobile devices and mobile applications (apps).

For the purposes of this contract, medical mobile devices include tablets and smartphones.

The Contractor shall:

a. Provide, provision and support medical mobile devices to be used for providing mobile apps.

b. Provide help desk support for medical mobile devices, VA-developed mobile apps and limited support for commercial or DoD-developed apps.

c. Maintain/enhance VA-developed medical mobile device apps in the VA production environment.

d. Provide end-of-contract transition support

There are approximately 13,532 iOS, Android and Windows medical mobile devices deployed in VA now requiring contractor support with the number expected to exceed 100,000 in the next three (3) years.

There are currently approximately 100 VA-developed clinical apps now requiring contractor support, with the number expected to exceed 300 in the next three years.

There are currently approximately 50 commercially–developed apps now requiring contractor support, with the number expected to exceed 300 commercially developed apps as well as a number of DoD-developed apps in the next three years.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance shall be 12 months from date of award, with two 12-month option periods. The Contractor shall provide the same services specified in Section 5.0 during the base period and the option years.

4.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed at Contractor facilities with the exception of Task 5.2.5, which shall be performed at VA facilities.

4.3 TRAVEL

The Government anticipates travel under this effort to perform the tasks associated with the effort, as well as to attend program-related meetings or conferences throughout the period of performance.

Travel shall be in accordance with the Federal Travel Regulations (FTR) and requires advanced concurrence by the Contracting Officer's Representative (COR). Contractor travel within the local commuting area will not be reimbursed.

The Government anticipates travel under this effort as follows:

Round Trip Location	Number of Trips	Number of Persons	Number of Days	Purpose
Washington, DC	5	3	4	Program Review
St Petersburg, FL	2	1	3	Tactical Planning
TBD	50	3	7	Supporting Task 5.2.5 Medical Device Deployment Services

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests, as well as how maintenance releases will be planned. The CPMP shall include the Contractor's approach to completing PWS tasks, the staffing approach, and security clearance considerations. The CPMP shall include the Contractor's approach to app configuration management for COR approval.

The initial baseline CPMP shall be concurred upon and updated monthly thereafter. The Contractor shall update and maintain the VA PM approved CPMP throughout the period of performance.

The baseline documents shall be updated and additional information provided including:

a) A summarization of the planned and accomplished work performed by the Mobile Solutions Service Desk (MSSD both Tier II & III) and the Mobile Solutions Maintenance Support Team (MSMST).
b) Detailed information on the planned and not accomplished work to include issues encountered and corrective actions taken.
c) Previous month's expenditures including labor hours utilized by labor category and labor rate by associated project.
d) Planned maintenance releases for the next month and associated planned costs and time.
e) Estimated support for the next month by supported app

Deliverable:

A. Contractor Project Management Plan

5.1.2 KICKOFF MEETING

The Contractor shall hold a virtual technical kickoff meeting within ten days after contract award to introduce the Government team to the Contractor's overall operating plans and approach to this work. The Contractor shall coordinate the date of the meeting with the VA Project Manager (PM); provide an agenda and the Kick-Off Briefing to all attendees at least five days prior to the meeting. The Contractor shall also provide Meeting Minutes to all attendees within three days after the meeting. The Contractor shall invite the CO, Contract Specialist, COR, and VA PM. The Contractor shall present, for review and approval by the Government, the Contractor's CPMP.

Deliverable:

A. Kickoff Meeting Agenda and Briefing Slides
B. Kickoff Meeting Minutes

5.1.3 REPORTING REQUIREMENTS

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding Month.
The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues. The report shall include, but not be limited to:

A. A summarization of the planned and accomplished work performed by the Mobile Solutions Service Desk (MSSD both Tier II & III)
B. Detailed information on the planned and not accomplished work to include issues encountered and corrective actions taken.
C. Previous month's expenditures including labor hours utilized by labor category and labor rate by associated project.
D. Planned maintenance releases for the next month and associated planned costs and time.
E. Estimated support for the next month by supported app

The Contractor shall monitor performance against the CPMP and report any deviations. These reports shall not be the only means of communication between the Contractor, COR and the Program/Project Manager to advise of performance/schedule issues and to develop strategies for addressing the issues. The Contractor shall continuously monitor performance and report any deviation from the CPMP to the COR and Program/Project Manager during routine, regular communications.

Deliverable:

A. Monthly Progress Report

5.1.4 STATUS MEETING

The Contractor shall periodically attend virtual status meetings with the Mobile Device Management (MDM) and Mobile Application Environment (MAE) teams as requested to receive information on upcoming device and app environment changes, and to provide input on common issues involving MDM and MAE.

5.2 MEDICAL MOBILE DEVICE PROVISION AND SUPPORT

NOTE for the purposes of this contract a Medical Mobile Device is limited to a mobile tablet or smart phone that will be provisioned with mobile health apps. A mobile health app is an app intended for the diagnosis of disease or other conditions, or the cure, mitigation, treatment, or prevention of disease, or intended to affect the structure or any function of the body of man. A Non-Medical Mobile Device is limited to mobile tablets that contain only applications not intended for the diagnosis of disease or other conditions, or the cure, mitigation, treatment, or prevention of disease, or to affect the structure or any function of the body of man.

5.2.1 MEDICAL MOBILE DEVICE PROVISIONING/ACTIVATION, REPAIR, and DECOMMISSIONING SERVICES

The Contractor shall inventory, store, distribute and maintain all Medical Mobile Devices as nonexpendable personal property subject to theft, loss, or conversion to personal use and comply with the requirements contained in:

a) VA Directive 7001 Property Management Regulation Directive of April 28,1994
b) VA Directive 7348 Utilization and Disposal of Personal Property of March 30, 2012.
c) VA Handbook 7127 of September 19, 1995 Materiel Management Procedures
d) VA Handbook 7128 of March 15, 1996 Storage and Distribution Procedures.
e) VA Handbook 7345 of March 8, 1996 Sale, Abandonment, or Destruction of Personal Property.

The Contractor shall develop a Device Provisioning Activation and Repair Plan and provide services for medical mobile device provisioning and delivery to VA staff for medical mobile devices. The plan shall be updated regularly to reflect changes.

The Contractor shall receive medical mobile devices from the device provider and inventory, activate, provision, ship to users, repair medical mobile devices, and decommission medical mobile devices in accordance with VA decommissioning procedures.

Contractor responsibilities shall also include:

a) Provisioning and enrolling devices into VA's Medical Mobile Device Management solution that facilitates device network access, certificates, and IP distribution.
b) When calls come to the help desk, the Contractor shall assist with the device issue and verify that the MDM solution is functioning correctly.
c) Implementing modifications of existing user profiles based on changes in policy, security, operational needs, and site changes.
d) Interfacing with wireless telecommunications service/device providers to monitor, modify, add, and delete Medical Mobile Device service plans/devices. This includes activities such as moving a data plan from a damaged device to a new device and deleting data plans that are no longer required.
e) Assessment and repair or replacement of broken or dysfunctional devices.
f) Decommissioning of devices. All defective devices beyond economical repair will be retained for disposal in accordance with VA Handbook 6500.1 Electronic Media Sanitization requirements, and will only be disposed after Government approval.
g) Defective devices shall be destroyed by the Contractor upon COR approval. Solid state media shall be destroyed in accordance with methods and standards outlined in the NIST Special Publication 800-88 "Guidelines for Media Sanitization" (September 2006). The Contractor shall provide a Certificate of Destruction for each device destroyed.
h) Maintaining medical mobile devices with at least the minimum approved VA configuration.
i) Receiving and inspecting the devices at the Contractor's facilities.
j) Shipping provisioned devices to end users.

k) Securely storing and inventorying Medical Mobile Devices (up to 10,000 at any given time).
l) Installing required SIM chips, when necessary for service activation.
m) Coordinating any needed warranty work with the wireless telecommunications service/device providers during the warranty period.
n) Installing cases on the device as part of the configuration before shipment.
o) Verifying the proper operation of the device(s) cellular data plan.
p) Activating and deactivating the device(s) data plan at the discretion of the Government.

The Contractor shall evaluate devices returned for repair, and replace broken or unusable medical mobile devices with less than 24-hour down time regardless of device location. The Contractor shall validate warranty status and/or provide an estimated cost to repair to the COR before authorizing repair or replacement work. Upon COR approval, the Contractor shall authorize or perform the repair or replacement work. The Contractor shall invoice the Government for the work performed after the approved repair work is complete.

The Contractor shall keep an inventory record of medical mobile devices. The Contractor shall incorporate devices currently deployed into the inventory system. Information on devices currently deployed will be provided by VA after contract award. The Contractor shall provide a Monthly Medical Mobile Device Inventory Report containing the following information:

a) Device manufacturer
b) Model
c) Operating system
d) Size
e) Memory
f) Serial number
g) Bar code ID
h) Data/service plan
i) Data/service plan expiration date
j) Warranty expiration date
k) Inventory status or device owner identification

Inventory status includes:

a) In inventory
b) Ready for deployment
c) Issued – including issue date, user name and location
d) Shipped
e) Received by End User
f) Out for Repair – including date sent for repair
g) Decommissioned

Deliverables:

A. Device Provisioning, Repair, and Decommissioning Plan
B. Monthly Medical Mobile Device Inventory Report

5.2.2 PURCHASE OF MEDICAL MOBILE DEVICE (OPTIONAL TASK)

The Contractor shall provide tablets or other VA-approved medical mobile devices (excluding smartphones), cases and warranties in accordance with the following specifications and quantities. VA estimates approximately 25,000 medical mobile devices to be ordered annually.

Tablet/Device Specification:
The device specifications (including operating system) shall be specified at the time of option exercise, from the list of VA-approved Mobile Devices. The current list is included in Appendix B.

For Windows Devices, the following applies:

Upon request of the Government he Contractor shall furnish, at no cost to VA, the proposed Windows OS End User Device (one (1) of each configuration), preferably without an OS, to the government-designated VA Pre-Production Test facility Pre-Production Test facility. The ship to address for this site is: 113 Holland avenue, OIFO D417, ATTN: Kevin Overholt, Albany, New York, 12208. The VA Pre-Production Test Facility will test the Windows OS equipment to ensure that it functions correctly within the current VA IT infrastructure; regression testing must take place involving VA application software to ensure that the VA-specific hard drive image is functioning correctly. The Government will complete product testing as soon as practicable, however, this regression testing requires a minimum of thirty (30) days for completion before end user items can be set to ship. Upon successful regression testing, VA will notify the Contractor that the end user device has passed testing. If the proposed equipment fails to pass the Pre-Production testing, VA will return the failed devices to the Contractor or designated manufacturer point of contact (at the Contractor's cost), and the Contractor shall provide new devices to the government-designated VA Pre-Production Test facility. If the test unit passes, the accepted test unit will not be returned to the Contractor.

If the Contractor desires to provide a specific model of a device that is not on the approved list, then the contractor shall be required to provide a single device to Enterprise Systems Engineering (ESE) to ensure the device meets VA's requirements.

For IOS/Android Devices, the following applies:

Upon request of the Government the Contractor shall furnish, at no cost to VA, the proposed IOS/Android (one (1) of each configuration), to the government-designated VA Pre-Production Test facility Pre-Production Test facility. The ship to address for this site is: Department of Veterans Affairs, Attn Punit Patel, Hines OIFO, Building 37, Room 128, 5th Avenue and Roosevelt Rd, Hines, IL, 60141. The VA Pre-Production Test Facility will test the OS equipment to ensure that it functions correctly within the current VA IT infrastructure; regression testing must take place involving VA application software to ensure that the VA-specific settings are functioning correctly. The Government will complete product testing as soon as practicable, however, this regression testing requires a minimum of thirty (30) days for completion before end user items can be set to ship. Upon successful regression testing, VA will notify the Contractor that the end user device has passed testing. If the proposed equipment fails to pass the Pre-Production testing, VA will return the failed devices to the Contractor or designated manufacturer point of contact (at the Contractor's cost), and the Contractor shall provide new devices to the government-designated VA Pre-Production Test facility. If the test unit passes, the accepted test unit will not be returned to the Contractor.

Case Specifications:
The Contractor shall provide cases compatible with the medical mobile devices. Cases shall be designed for use in healthcare environments, light (i.e., white or light grey) in color so that body fluids and contaminants are easily visible for cleaning. A hand strap shall be integrated into the case design to allow for single-handed use. The case shall completely protect the tablet from moisture, fluid, splashes and be fully submersible. Surfaces shall be non-slip for increased grip when wearing gloves. All buttons must be accessible and functional, including screen edges for touch-control. The case shall be able to withstand sanitization with medical industry standard sterilization and cleaning products.

The Contractor shall coordinate tablet and case orders and shipping instructions with the designated COR.

Devices and cases shall be drop shipped to the Contractor for provisioning and subsequently to the end user as specified by the COR. The devices shall be considered as Government Furnished Equipment (GFE) that the Contractor shall process and distribute in accordance with the approved Device Provisioning, Repair, and Decommissioning Plan.

5.2.3 DATA PLANS (OPTIONAL TASK)

The Contractor shall provide medical mobile device data plans in accordance with the following specifications. VA estimates approximately 25,000 data plans to be ordered annually.

The Contractor shall provide uninterrupted recurring unlimited nationwide data plans for users throughout the Veterans Health Administration. VHA sites are identified in the following link: http://www.va.gov/directory/guide/division.asp?dnum=1&isFlash=0. International roaming shall be disabled on all user accounts unless otherwise specified by the COR.

No plan offered under this contract shall include basic termination and/or liability clauses.

Medical Mobile Device Data Connectivity – The Contractor shall provide at least 4G LTE data connectivity for Medical Mobile Devices, with fallback to 3G when 4G is unavailable.

The Contractor shall supply required SIM chips, when necessary for service activation. The Contractor shall create and maintain a Device Data Plan Inventory listing data plans issued, data plan user name, and expiration date.

Deliverable:

A. Device Data Plan Inventory

5.2.4 PURCHASE OF SMARTPHONES UTILIZED AS MEDICAL DEVICES (OPTIONAL TASK)

The Contractor shall provide smartphones, service plans, warranties, and cases in accordance with the following specifications. VA estimates approximately 5,000 smartphones to be ordered annually.

At the time of option exercise the Government will designate the operating system and smartphones to be provided by the Contractor from the list of approved Mobile Devices in effect at the time of purchase.

The current list is included in Appendix B. This list will evolve over time as new devices are tested and approved.

Mobile Telephone Specification:

a) Recurring, unlimited, nationwide Talk, Text, and Data plans for users shall be included. International roaming shall be disabled on all user accounts unless otherwise specified by the COR. Where the carrier does not currently service an area, the Contractor shall make arrangements with local or other carriers to provide the required service. The Contractor shall rapidly react to and resolve coverage issues that may arise due to dynamically changing usage within a covered area.
b) Medical Mobile Device Data Connectivity – The Contractor shall provide at least 4G LTE data connectivity with fallback to 3G when 4G is unavailable.

Case Specifications:
The Contractor shall provide cases compatible with the smartphones. Cases shall be designed for use in healthcare environments, light (i.e. white or light grey) in color so that body fluids and contaminants are easily visible for cleaning. The case shall completely protect the telephone from moisture, fluid, splashes and be fully submersible. Surfaces shall be non-slip for increased grip when wearing gloves. All buttons must be accessible and functional, including screen edges for touch-control. Case shall be able to withstand sanitization with medical industry standard sterilization and cleaning products.

The Contractor shall coordinate smartphone and case orders and shipping instructions with the designated COR. Smartphones and cases shall be drop shipped FOB to the Contractor for provisioning and subsequent delivery to the end user. The devices shall be considered as GFE that the Contractor shall process and distribute in accordance with their Device Provisioning, Repair, and Decommissioning Plan.

5.2.5 MEDICAL DEVICE DEPLOYMENT SERVICES

The Contractor shall provide, in-person, deployment and processing services for any VA Facility designated by the COR. It is anticipated that this will only be for mass deployment of devices to one location. A listing of all possible VA

facilities can be found at http://www1.va.gov/directory/guide/rpt_fac_list.cfm?isflash=0. In person processing shall include:

a) Unboxing and disposing of all packing materials.
b) Verifying the proper operation of the devices(s) to include verification of the end users profile, accounts, and access.
c) Repairing and or replacing devices damaged in shipment.
d) Assisting the facility in placing the devices into the Government's inventory system.
e) Transfer of each device from staging to user ownership.
f) Providing on-site troubleshooting for device users.
g) Provide in person training for six (6) VHA employees on the device delivery and support process.
h) Provide an on demand Web Link and content for refresher training on the device delivery and support process.

The Contractor shall document the services provided, deployment issues and resolutions in a Deployment Service Summary Report.

Deliverable:

A. Deployment Service Summary Report

5.3 MOBILE SOLUTIONS SERVICE DESK (MSSD)

The Mobile Solutions Service Desk (MSSD) is a component of the overall Web and Mobile Solutions Support Process. The Contractor shall provide Tier I, II and III help desk support (as those terms are defined herein) for VA provided medical mobile devices and apps using the MDM for device troubleshooting and the MAE for app updates and testing.

The Contractor shall provide a toll-free number for mobile support calls forwarded from VA help desks. All issues that are specifically related to the Web & Mobile Solutions shall be forwarded to the Mobile Solutions Service Desk, (MSSD), by VA Health Resource Center (HRC), and VA National Service Desk (NSD) help desks.

MSSD shall support all users of VA developed apps, the VA App Store, VA provided medical mobile devices, Mobile Device Management (MDM) software, Mobile Application Environment (MAE), and provide limited support for VA "white listed" (approved) commercial apps. For white listed apps, support shall be limited to identifying and reporting common issues, known workarounds and any identified security issues that threaten the Government's network. The Contractor shall support the MSSD Service Desk from 7 AM until 9 PM Central Standard Time (CST) Monday through Friday. After 7 PM and on weekends support shall be provided to resolve severity code 1 and 2 issues for devices and apps deemed critical by the Government.

The Contractor shall utilize the VA-provided help desk software. For Tier I, Tier II or III issues received after-hours, the Contractor shall host and maintain an automated web-based help desk software tool ensuring 24-hour availability providing 24x7 coverage. The web-based software shall allow users to enter issues by device or app and assign a user severity code for later resolution.

The Contractor shall provide on-call personnel to support solutions of critical and serious severity code tickets as defined in the SLA contained in Appendix A. VA will identify critical apps to the Contractor. After 7 PM and on weekends the web-based software tool shall automatically alert the Contractor of any user-defined severity code 1 or 2 issues for any app designated as critical by the Government. Once received the Contractor shall review the issue and either confirm the criticality of the issue or down grade it to a lesser severity level. For all confirmed severity code 1 or 2 issues for devices or critical apps the Contractor shall take immediate action.

Any trouble ticket resolved by Tier I, II or III support shall be updated by the Contractor with the resolution of the issue and marked closed. Trouble tickets shall be searchable by topic to facilitate answering of similar issues across customers.

5.3.1 TIER I MOBILE MEDICAL DEVICE AND VHA APP SUPPORT

The Contractor shall establish and operate a Tier I Help Desk to serve as the single point of contact (POC) to answer trouble calls from all users of VA provided mobile medical devices or VHA developed apps. The Contractor shall review, investigate and respond to incidents reported by the end user in accordance with Service Level Agreements (SLAs) defined in Appendix A; provide resources and tools for investigation, diagnosis, and correction of routine issues reported by the customers; test and recommend alternative solutions for incidents.

The Contractor shall receive VA trouble tickets and forwarded phone calls from VA National help desks. Off-hour call information shall be retrieved from the Contractor hosted and maintained web-based help desk software tool. The Contractor shall transfer information from the web-based help desk software tool into the VA-provided help desk system. The Contractor shall contact the customer/user if more information is required, to provide recommendations, or to provide a status.

The Contractor shall provide preliminary screening of problems and requests, and forward those issues that cannot be resolved by the Tier I help desk to the Tier II help desk for action.

The Contractor shall work with users, local Field Chief Information Officers (FCIO), Information Security Officers (ISO) and logistic managers on broken, stolen, terminated, retired and replacement medical mobile devices.

The Tier I help desk shall align and coordinate directly with the following organizations as required to resolve issues: Enterprise System Engineering (ESE) Mobile Technologies team, Field Operations and/or VA PM. VA PM will facilitate communication with other VA organizations as required. Additional activities include:

a) Updating trouble tickets for incoming help requests and working with the appropriate POC to initiate issue resolution.
b) Supporting online requests/resolution by email.
c) Assisting medical mobile device users in acquiring and utilizing a DS Logon.
d) Performing Move, Add and Change (MAC) work on approved software apps on appropriate devices as authorized.
    1. “Move” consists of moving accounts or moving user profiles to different Government locations.
    2. “Add” consist of adding new users to the Government’s system.
    3. “Change” consists of making changes on the physical devices or user features within the Government’s system e.g., password resets.
e) Providing email account moves, add, and changes for email access.
f) Performing account resets.
g) Ensuring devices maintain the appropriate security configuration.
h) Using the MDM tool for locking device or erasing (wiping) ONLY the managed data on the device under the following conditions:
    1. Blacklisted operating system or version (policy).
    2. Exceeding a set number of failed access attempts to the device or MDM application (policy).
    3. Exceeding defined interval for contacting MDM (policy).
    4. Detection of OS jail breaking or application tampering (policy).
    5. Any other policy violation.
    6. Remote instruction from MDM (manual).
i) Advising users on how to use their medical mobile device and Government developed apps.
j) Advising users on how to access support for “white listed” commercial apps, known issues and known workarounds.
k) Generating a Tier I appendix to the MSSD Monthly Progress Report required in 5.3.7 to include:
    1. Total number of requests and incidents handled.
    2. Percentage of request incidents by category.
    3. Percentage of incidents by severity Code.
    4. Number of tickets closed.
    5. Number of tickets still open with a description of why they are not closed.
    6. Number DS Logon support request received by number and percentage.
    7. Number of accounts reset.
    8. Number of devices wiped.

For all issues that cannot be resolved by direct interface to the app/ medical mobile device user, the Contractor shall submit the issue to the Tier II MSSD using the VA-provided help desk software. The Contractor shall ensure that the Applications Program Manager and COR are aware of the severity code and the time when the incident was reported.

5.3.1.1 MOBILE MEDICAL DEVICE AND MEDICAL APP HELP DESK TIER 1 EXPANSION

The Contractor shall expand Tier 1 activities and hours of operation as described in tasks 5.3 and 5.3.1 to 24 hours a day 7 days a week.

5.3.2 TIER I NON-MEDICAL TABLET AND APP SUPPORT

The Contractor shall establish and operate a Tier I Help Desk to serve as the single point of contact (POC) to answer trouble calls from all users of VA provided mobile non-medical tablets and VA OIT-developed apps. Tier I non-medical tablet and app support shall include all tasks specified in sections 5.3 and 5.3.1.

5.3.3 TIER II MOBILE MEDICAL DEVICE AND APP SUPPORT

The Contractor shall establish and operate a Tier II Help Desk for VA provided mobile medical devices and VHA-developed apps. The Contractor shall assess the scope and impact of the unresolved incident, and determine if the incident relates to problems associated with:

a) Infrastructure
b) Network issues
c) Application/Development
d) Lost Data
e) Incorrect Data
f) System Outage
g) User Error
h) Access Control
i) Slow Performance
j) Facility Wi-Fi Performance
k) Device Cellular Data Service (e.g. 4G LTE)
l) Non-VA/External Account Issues
m) Requirement Request
n) MDM/MAE Issues
o) Device or OS issues
p) Non-compliant device issues
q) Backup Failures
r) Complex Moves Adds, Changes and Deletion or Batch Processing Requests
s) Device availability issues
t) Upgrade, compatibility and or interoperability issues
u) Vendor Escalation
v) Other issues that could not be resolved by Tier I support

The Contractor shall contact the app/medical mobile device user and provide a recommended solution to the issue, including a workaround, where available. Where appropriate and helpful to the user, the Contractor shall walk the user through the implementation of the recommended solution at the user's discretion. The Contractor shall document the results and update the trouble ticket with the solutions for use in assisting users experiencing the same issue.

The Contractor shall contact the app/medical mobile device user and provide one-on-one training support to walk the user through the operation of the Government developed apps or VA furnished medical mobile device for common device or app issues. The Contractor shall document the training provided to the user on the trouble ticket.

The Contractor shall gather enough additional information including but not limited to verbal details, emailed Incident Report forms, and screenshots and determine the severity of the incident; the severity level in accordance with (IAW) the SLA table shall be logged into the trouble ticket.

If an incident is determined to be a severity code 1 or 2 (IAW SLA table), the Contractor shall notify the COR and present all the information about the incident. The Contractor shall support a crisis incident escalation process including transferring the incident to a Tier III Team, and notifying the VA PM.

If the incident is determined to be a severity code 3 (IAW SLA table), the Contractor shall attempt to replicate or troubleshoot the incident as part of an incident verification/validation process. If the severity code 3 issues cannot be resolved, the Contractor shall transfer the Incident to the Tier III Team and contact the VA Project Manager.
For all issues that cannot be resolved by direct interface to the app/medical mobile device user, the Contractor shall submit the issue to the Tier III MSSD using the VA-supplied help desk software. The Contractor shall ensure that the VA Program Manager and COR are aware of the severity code and the time when the incident was reported.

Additional activities include:

a) Analyzing and providing the current status of trouble tickets in the Contractor hosted and maintained web-based help desk software tool.
b) Participating in Government meetings, teleconferences and discussions.
c) Supporting remote users.
d) Troubleshooting user device issues.
e) Serving as a backup for Tier I capacity when needed.
f) Reviewing and acknowledging alarms and assessing their impact and severity.
g) Collecting detailed information from the client and assessing the impact and severity of the reported issue.
h) Managing, monitoring, and responding to MDM alerts including but not limited to:
    1. Ability to acknowledge alerts for security issues such as compromised devices.
    2. Ability to create alerts based upon device status such as battery low, device roaming, equipment down (not responding), device inactive, etc.
    3. Ability to view alerts pending acknowledgement.
    4. Ability to acknowledge alerts and track acknowledgement.
    5. Ability to search and run reports on alerts.
i) Creating and accurately categorizing requests/incidents based on proactive alerts or customer calls.
j) Querying the MDM system to provide MDM reports in an electronic HTML5 dashboard format viewable from a medical mobile device or desktop browser. Reports shall include:
    1. Device, profile, provision details or compliance status.
    2. Devices that have not communicated with the MDM in the VA-required period of time.
    3. Policy compliance status details of devices under MDM management.
    4. Audit reports filterable by:
        i. Administrator activity (e.g., administrative actions performed).
        ii. User access times and enrollments.
        iii. Devices (e.g., number, type, OS version)
        iv. Consult logins and functions (e.g., connections to the management console, actions performed)
k) Advanced incident troubleshooting and remediation for issues; identifying the root cause of an issue.
l) Analyzing the user outages.
m) Monitoring and/or testing applicable updates/patches/releases, analyzing results, reporting issues, and making recommendations to the Government for disposition.
n) Generating a Tier II appendix to the MSSD Monthly Progress Report required in 5.3.7 to include:
    1. Total number of request and incidents handled.
    2. Percentage of request incidents by category.
    3. Percentage of incidents by severity Code.
    4. Number of Training interactions provided.
    5. Number of tickets closed.
    6. Number of ticket still open with a description of why they are not closed.

o) Escalation to Tier III for higher level problems.

5.3.3.1 MOBILE MEDICAL DEVICE AND APP HELP DESK TIER II EXPANSION

The Contractor shall expand Tier II activities and hours of operation as described in task 5.3.3 to 24 hours a day 7 days a week.

5.3.4 TIER II NON-MEDICAL TABLET AND APP SUPPORT

The Contractor shall establish and operate a Tier II Help Desk for VA provided mobile non-medical tablets and VA OIT-developed apps. Tier II non-medical tablet and app support shall include all tasks specified in sections 5.3.3.

5.3.5 TIER III SUPPORT

The Contractor shall provide Tier III support to resolve problems and provide maintenance for VHA developed mobile apps. Support shall include:

a. Supporting and sustaining VHA developed apps
b. VHA App bug fixes
c. VHA App enhancements
d. VHA App feature extensions
e. Preventative maintenance for VHA Apps

The Contractor shall follow the mobile app development process and utilize the templates included in ProPath where applicable.

5.3.5.1 VHA APP SUPPORT

The Contractor shall:

a) Receive trouble tickets from Tier II when issues have been isolated to a defect in VA-Developed app software. The COR will prioritize all defects for resolution. The Contractor shall review the trouble ticket and develop a plan of action to correct the defect, including the app development team.

b) Develop a plan of action and complete app bug fixes, enhancements or extensions. The COR will prioritize app bug fixes, enhancements and feature extension projects. App changes shall be logged into VA configuration management tools maintained in the MAE.

c) Support VA-developed app configuration and change management to stay current with VA changes to privacy, security and/or other policies, as well as changes needed to ensure continued interoperability and currency with related systems and supporting services. This would include, at a minimum, making necessary programming changes to the app and related interfaces to VA legacy systems and VA Application Program Interfaces (APIs). The code base is currently a mixture of iOS, Android and HTML5.

d) Support VA-developed app use to include such activities as troubleshooting app problems, working with VA and Contractor personnel to resolve operating issues, creating work-around solutions, maintaining and/or modifying (or proposing modifications to) interfaces and supporting services.

e) Provide input, code corrections, and documentation updates as required for critical app modifications as they are processed through Mobile Health External Development (MHED) review and testing.

f) Maintain VA-developed app documentation, logging changes that occur as a result of app fixes/updates to the apps and/or supporting services.

g) Interface with associated applications and supporting services project teams, security, database and network administrators, Information Security Officers (ISOs), operations support staff, and System Administration support staff as required to fix app defects or implement enhancements/extensions.

h) Coordinate all routine VA-developed app and associated software fixes and updates.

i) Work with third parties (e.g., warranty, services, suppliers, etc.) when required, to successfully accomplish the tasks in this PWS.

j) Maintain technical competencies in Mobile Solutions development programming for all platforms (e.g., Apple, Android, Windows), web development technologies (e.g., Microsoft .Net, HTML5), and Microsoft SharePoint application development, and databases (e.g., Oracle and MS/SQL) in use by VA.

k) Perform testing of app repair code modifications (initial source code) to ensure released patches correct the defects for which they are intended, and do not create additional defects in the software. Any new software defects identified during testing shall be entered into Remedy. The Contractor shall assemble and deliver for Government review, a test plan for each VA Developed mobile solution where updates, fixes, maintenance actions, modifications, repair, re-configurations, replacements, revisions, or deployments are involved. After the test plan has been approved by the Government, the Contractor shall schedule and perform the test(s) to assure that the action performed on the mobile solution still maintains, or improves, the mobile solution's functionality. The Contractor shall perform all tests to assure that there is no detrimental effect on the Mobile Solutions involved. This will vary from mobile solution to mobile solution and by type of action performed. After the test has been completed, the Contractor shall deliver, for Government approval, a test report for each mobile solution documenting the results of the findings. Testing shall address: interoperability, user interface, data and terminology standards compliance, enterprise security, app security, data security, privacy and app data security, patient safety, 508 compliance, systems performance impact assessment, clinical assessment, human factors, enterprise architecture, usability and currency with related systems and supporting services.

l) If required, complete the software Assessment and Authorization process documented Attachment 2 "Assessment and Authorization Process" after completing a bug fix, app enhancement or app feature extension.

m) Submit a release plan documenting the actions required to release the enhanced/extended app, a release announcement, completion of the OIT release check list, and a back out plan.

n) The Contractor shall be responsible for planning, scheduling, and implementing all phases of a software release, including development of the Patch Installation Script and Release Patch Description. The Contractor shall implement releases per the release plan upon approval of VA COR. The Contractor shall deliver software code along with all final product documentation in a single package. If the patch changes user functionality, the Contractor shall update applicable technical documents such as the User Guide, Installation Guides, and Technical Manuals to reflect the modified operation. If required, the Contractor shall update the existing app software source code, Systems Design Document, Data Dictionary, Interface Control Document, Project Test Plan, Test Reports, Requirements Specification Document, Requirements Traceability Matrix, Technical Guides and User Instruction Manuals via Jira Wiki. The software and source code shall be uploaded to the VA MAE.

o) Coordinate with ESE Mobile Technologies Engineering for issue resolution.

p) Provide all duties of Tier I and Tier II tasks in the event of a Tier I or Tier II outage or overload.

Deliverable:

A. App Source Code, Compiled Packages and Updated Technical Documentation
B. Software Release Product

5.3.5.2 TIER III APP TROUBLESHOOTING AND PREVENTIVE MAINTENANCE

The Contractor shall provide troubleshooting and preventive maintenance to the medical mobile device and app infrastructure. The Contractor shall identify and analyze reported defects within the applications or mobile infrastructure that require remediation by the Government (e.g., VA Network, Wi-Fi, MDM, MAE). The Contractor shall document the issue, the risks, the recommended remediation, and assist the Government in writing the required information into the pertinent VA OIT Trouble Ticketing System. The Contractor shall track the progress of the requested change and report status back to the Government as the remediation is implemented.

The Contractor shall:

a) Test production apps against upcoming device OS and MDM upgrades/releases to ensure continued operability.
b) Monitor, report and assist in the correction of mass user outages, system outages or service disruptions.
c) Test MDM configuration changes on multiple devices.
d) Utilize Help Desk reports and MDM/MAE system administration tools to diagnose problems with VA-developed apps and related supporting services/interfaces in order to repair, re-configure/update and/or replace defective app system components, as required.
e) Perform system monitoring and analysis on designated apps and supporting services/interfaces to discover risks and inadequacies, and determine the need for expansion, enhancement or revision, including recommendations for resolving network and equipment issues that are outside the direct control of Contractor.
f) Conduct Six Month Reviews of the integrated medical mobile device and app framework from the end user medical mobile device through the MDM system and the MAE environment currently hosted at on the cloud. Interim reviews shall be conducted when an event triggers a needed change in the systems design. The Contractor shall identify opportunities for improvement to the medical mobile device and app framework. At the conclusion of the Six Month Review the Contractor shall report to the COR any recommended modifications for improvement, and testing of the overall medical mobile device and app framework in a Mobile Processing Recommendation Report.

g) Work with MDM vendors and Government App developers to resolve issues and test new configurations by:
    1. Assisting lower tiers with MDM provisioning including MDM enrollment and assigning the correct profile.
    2. Assisting lower tiers with email account moves, add, and changes for email access.

Deliverable:

A. Mobile Processing Recommendation Report

5.3.5.3 TIER III REPORTING

The Contractor shall generate a Tier III appendix to the MSSD Monthly Progress Report to include the following information for Medical Apps:

1. Total number of request and incidents handled
2. Percentage of request incidents by category
3. Percentage of incidents by severity Code
4. Number of tickets closed
5. Number of ticket still open with a description of why they are not closed.
6. Number of Defects identified and their status.
7. MAE/MDM performance data
8. Security testing and updates summary report
9. Patch and configuration change summary report
10. OS update and MDM release app testing results
11. Application interface update summary report
12. Application documentation change summary report

13. Software fix/update summary report
14. Performance monitoring summary report
15. All related logs as addendum to the report

All support and maintenance service shall be performed within the time limits set forth in the SLA Appendix A.

5.3.5.4 HELP DESK TIER III EXPANSION

The Contractor shall expand Tier III activities for Medical Apps and hours of operation as specified in task 5.3.5 to 24 hours a day 7 days a week.

5.3.6 OI&T TIER III SUPPORT AND APP SUSTAINMENT

The Contractor shall provide Tier III support for troubleshooting and resolving issues related to OI&T software applications and utilities. OI&T Tier III support is defined as problem resolution and defect management requiring specialized resolution that cannot be resolved by other VA Mobile App Support groups. The Contractor shall follow the mobile app development process and templates included in ProPath where applicable.

All of the following paragraphs apply for apps with Levels 1,2,3 and 4 defects as defined in Appendix A. Only apps that contain "Level 1 – Critical" defects shall be submitted to VA after update for additional validation through the MHED process IAW ProPath, including Independent Verification and Validation (IV&V). Apps with Levels (2, 3 & 4) do not need to complete the MHED process. The VA COR shall identify the severity level of defects, and direct the Contractor to the appropriate process.

5.3.6.1 DEFECT EVALUATION

The Contractor shall evaluate software or documentation defects identified in OIT apps. The Contractor shall duplicate the problem and perform an analysis on the problem. The Contractor shall acknowledge defect referrals within one (1) workday of receipt. After evaluation, the Contractor shall update the trouble ticket status field within two (2) workdays of any status change. The Contractor shall classify defects in accordance with Appendix B, and submit to COR for prioritization. After evaluation, if the fix is determined by the Contractor to be an enhancement instead of a defect and validated as such by the COR, the Contractor shall initiate a New Service Request (NSR) in the trouble ticket system. The Contractor shall update the Team Share Project Repository (TSPR) to reflect defect remediation statistics and application table maintenance activities. The Contractor shall provide a Monthly Defect Report which provides a status of the defects found. The Contractor shall develop a plan of action to correct the defect. The Contractor shall update the Requirements Specification Document (RSD) to identify the defects to be addressed in each software patch. In addition, the Contractor shall develop a Version Design Document (VDD) (or update it if it exists,) for each maintenance release. The Contractor shall identify and describe the version of the software being delivered, including all changes to the software since the last VDD was issued.

Deliverables:

A. Monthly Defect Report
B. Requirements Specification Document and Updates
C. Version Design Document

5.3.6.2 DEFECT REPAIR

The Contractor shall repair defects that cause the application or portion of the application to work in ways other than documented, or to not work at all. A defect also includes inaccuracies in the application documentation that might cause a user to use the application incorrectly. Repair can involve changes to code or database writes. However, a documentation defect does not include one in which major portions of the documentation are missing or need to be rewritten. Major documentation rewrites are not included in this PWS.

App changes shall be logged into VA configuration management tools maintained in the MAE. The Contractor shall support VA-developed app configuration and change management to stay current with VA changes to privacy, security and/or other policies, as well as changes needed to ensure continued interoperability and currency with related systems and supporting services. This would include, at a minimum, making necessary programming changes to the app and related interfaces to VA legacy systems and VA Application Program Interfaces (APIs). The code base is currently a mixture of iOS, Android, MUMPS, and HTML5.

The Contractor shall coordinate with ESE Mobile Technologies Engineering for issue resolution and work with VA and Contractor personnel to resolve operating issues, creating work-around solutions, maintaining and/or modifying (or proposing modifications to) interfaces and supporting services.

The Contractor shall make modifications to software logic, database schemas, metadata, IAW ProPath policies and procedures to remediate defects. The Contractor modifications shall comply with the VA M Programming Standards and Conventions, VistA Graphical User Interface (GUI) Standards Guidelines and be 508 compliant. The Contractor shall not make or perpetuate integration points between applications that do not have approved Integration Agreements in place without prior approval. Artifacts shall be wrapped in the appropriate file format (for example, ear, war, jar, exe, msi) for deployment. The Contractor shall support Mobile Solutions development programming for all platforms (e.g., Apple, Android, Windows), web development technologies (e.g., Microsoft .Net, HTML5), and Microsoft SharePoint application development, and databases (e.g., Oracle and MS/SQL) in use by VA. Artifacts for national release and installation shall be constructed using tools IAW approved VA TRM artifacts.

Deliverable:
A. Initial Source Code

5.3.6.3 DEFECT TESTING

The Contractor shall perform testing of app code modifications to ensure released patches correct the defects for which they are intended, and do not create additional defects in the software. Software testing shall comply with Veterans Health Administration (VHA) mandated Software Testing Requirements as defined in ProPath for VA user acceptance testing. The Contractor shall provide a User Acceptance Testing Package containing the following ProPath documents as applicable: Executive Decision Memorandum (EDM) for Initial Operating Capability (IOC), Master Test Plan and Test Scripts, and Site Feedback Form and User Test. The Contractor Quality Assurance (QA) manager shall signoff for all patches successfully completing Initial Operating Capability (IOC) field testing.
The Contractor shall maintain the app's automated regression test system by updating the regression test scripts as necessary. VA will review test script updates and provide comments to the Contractor. The Contractor shall update test scripts as required to address VA comments.
Any new software defects identified during testing shall be entered into the VA trouble ticket system. The defect shall be reviewed and if deemed necessary to correct, shall be approved for corrective action and corrected.

Deliverables:
A. User Acceptance Test Package

5.3.6.4 SOFTWARE RELEASE FOR REPAIRED DEFECTS

The Contractor shall utilize established VA processes to release fully tested patches to the production environment. The Contractor shall follow VA National Release Process documented in ProPath.
The Contractor shall deliver software code along with all final product documentation in a single package. The Contractor shall deliver a single, comprehensive "Software Release Product" which shall include the code and a final comprehensive set of documentation that includes Patch Installation Script(s), Release Patch Description, SQA Transition Plan, and Addendum for National Release.

If the patch changes user functionality, the Contractor shall update applicable technical documents such as the User Guide, Installation Guides, and Technical Manuals to reflect the modified operation.

The Contractor shall submit a release plan documenting the actions required to release the enhanced / extended app, a release announcement, completion of the OIT release check list, and a back out plan. The Contractor shall be responsible for planning, scheduling, and implementing all phases of a software release, including development of the Patch Installation Script and Release Patch Description. The Contractor shall implement releases per the release plan upon approval of VA COR. If the patch changes user functionality, the Contractor shall update applicable technical documents such as the User Guide, Installation Guides, and Technical Manuals to reflect the modified operation. If required, the Contractor shall update the existing app software source code, Systems Design Document, Data Dictionary, Interface Control Document, Project Test Plan, Test Reports, Requirements Specification Document, Requirements Traceability Matrix, Technical Guides and User Instruction Manuals via Jira Wiki. The software and source code shall be uploaded to the VA MAE.

Deliverables:

A. Software Release Product
B. Updated Technical Documentation and Source Code

5.3.6.5 OIT TIER III SUPPORT AND APP SUSTAINMENT EXPANSION (OPTIONAL TASK)

The Contractor shall expand OIT TIER III support and app sustainment activities and hours of operation as specified in task 5.3.6 to 24 hours a day 7 days a week.

5.3.7 HELP DESK DOCUMENTATION AND REPORTING

All Help Desk issues identified as critical issues shall be reported to the COR within thirty (30) minutes of receipt. Reports of actions being taken to resolve the issue will be provided with updates hourly until full functionality is restored. A Detailed Outage Report that documents the outage time, services impacted, cause of the outage, and actions taken to restore the system shall be produced after the incident is resolved and provided to the COR.
The Contractor shall provide a MSSD Monthly Progress Report which documents issue status and help desk metrics for all issues identified within a given month. The Contractor shall analyze trouble ticket trends and common issues to pinpoint improvement opportunities in the overall medical mobile device and app deployments. The Monthly report shall have the following Appendices:

a) Tier I Monthly Report meeting the requirements in 5.3.1 and 5.3.2
b) Tier II Monthly Report meeting the requirements in 5.3.3 and 5.3.4
c) Tier III Monthly Report meeting the requirements in 5.3.5 and 5.3.6
d) Issues Reported sorted by the severity of the issue and listing:
    1. Severity of the issue.
    2. Response time.
    3. Resolution of the issue.
    4. The date and time when the issue was reported.
    5. The person reporting the issue.
    6. The Regional Office (RO) reporting the issue.
    7. The cause of the issue.
    8. Description of the issue.
    9. Workaround for the issue if relevant.
    10. Date and time the workaround was provided.
    11. The resolution date and time.
    12. The cause of the issue by category:
        i. Infrastructure
        ii.Network issues
        iii. Application/Development

iv. Lost Data
v. Incorrect Data
vi. System Outage
vii. User Error
viii. Access Control
ix. Slow Performance
x. Facility Wi-Fi
xi. Device Cellular Data Service (e.g. 4G LTE)
xii. Non-VA/External Account Issues
xiii. Requirement Request
xiv. MDM/MAE Issues
xv. Device or OS issues
xvi. Non-compliant device issues
xvii. Backup Failures
xviii. Complex Moves Adds, Changes and Deletion or Batch Processing Requests
xix. Device availability issues
xx. Upgrade, compatibility and or interoperability issues
xxi. Vendor Escalation

e) Help desk and reporting metrics. The following metrics shall be reported for the month. Additionally a line graph shall be provided graphing the information by month for the previous 12 months:
   1. Number of New Tickets Issued by
      i. Total number of New Tickets
      ii. Percentage by severity code
      iii. Percentage by App
      iv. Percentage by Cause
   2. Tickets Solved by total number and percentage and by
      i. Number/Percentage solved on first contact
      ii. Number/Percentage assigned to Tier II
      iii. Number/Percentage assigned to Tier III
      iv. Number/Percentage assigned to MSMST
   3. Tickets Created by Submission Method
   4. Mean and Maximum On Hold Time, Reply and Wait Times
      i. On Hold Time is the time a user waits on hold.
      ii. Reply time is the time between a ticket being created and the first response by a support agent.
      iii. Wait time is the cumulative time that a request ticket is unresolved while issues are being worked on.
   5. Number and percentage of calls dropped
   6. Resolution Time in business hours for all Tickets and by Category
   7. Backlog Number and Percentage by total and Category
   8. Average Age of Backlogged Tickets Total and by Category
   9. Satisfaction Rating

An Issue Report or Help Desk reporting metrics for a specific time period shall be provided to the COR upon request. The Contractor shall support Mobile Applications Governance Board (MAGB), "Pulse Check" meetings hosted by Senior VHA CHO leadership and provide status updates for high priority urgent issues as required. The Contractor shall respond to all requests for information regarding service desk, and problem tickets.

Deliverables:

A. Detailed Outage Reports
B. MSSD Monthly Progress Report

5.4 TRANSITION AND ORIENTATION SUPPORT (OPTIONAL TASK)

The Contractor shall develop and deliver a Phase-Out Transition Plan in the event that all or part of the tasks are terminated or completely transitioned to the Government or a new Contractor at the end of the period of performance. The Contractor shall submit details for the Phase-Out portion of the Transition Plan, and execute the Phase-Out Transition Plan upon Government approval. The Transition Plan may be exercised by the Government anytime during the base and/or Option period. The Phase-Out Transition Plan shall be delivered at least ninety (90) days prior to the end of the Period of Performance. All transition actions shall be completed within five (5) days prior to end of period of performance. The Contractor shall provide subject matter expert (SME) support to affect the requisite knowledge transfer in accordance with the resulting Transition Plan and schedule.

The Contractor shall work collaboratively with other support Contractors and/or Government personnel. As part of collaboration, the Contractor shall convey any and all information, as it pertains to VA, its processes, diagrams and reports that emanate from the system that may be requested to support this collaboration. This support shall also consist of providing advice, clarification or explanation to facilitate the understanding of the information presented.

At a minimum, the Contractor shall address the following areas in the Transition Plan:

a) Roster of key POCs with email address and telephone numbers
b) Transition timeline with key milestones
c) Data/databases
d) GFE; Medical Mobile devices in inventory, etc.
e) Inventory and transition of historical data (e.g., memos, letters, correspondence, regulations, reports, documents, transition agreement documents, software licensing agreements, hardware maintenance agreement, memorandums of agreement/understanding, and inter-service agreements)
f) Procedural manuals/guidelines
g) Operating instructions
h) Data and workflow process
i) Templates used in day-to-day operations
j) Orientation to introduce incumbent Contractor team, programs, and users to the incoming team, explaining tools, methodologies and business processes
k) Procedures to introduce Government personnel, programs and users to the Contractor team's tools, methodologies and business processes
l) Strategy and approach regarding personnel staffing and training during the transition period
m) Process for transfer of on-hand inventory, if applicable
n) Transition checklist
o) Signed turnover agreements

Deliverable:

A. Transition Plan

5.5 RIGHTS IN COMPUTER SOFTWARE

The Contractor is required to deliver technical data, configurations, documentation or other information, including source code, during contract performance in accordance PWS §§ 5.3.5.1, 5.3.5.4, 5.3.6.2, 5.3.6.3, 5.3.6.4 and 5.3.6.5. The Government shall receive Unlimited Rights in intellectual property first produced and delivered in the performance of this contract in accordance with FAR 52.227-14, Rights In Data-General (DEC 2007) ALT IV (DEC 2007). This includes all rights to source code and any and all documentation created in support thereof. License rights in any Commercial Computer Software shall be governed by FAR 52.227-19, Commercial Computer Software License (DEC 2007).

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OIT Technical Reference Model (One-VA TRM). One-VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. One-VA TRM includes the Standards Profile and Product List that collectively serves as a VA technology roadmap. Architecture, Strategy, and Design (ASD) has overall responsibility for the One-VA TRM.

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005 (http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-22.pdf) and September 28, 2010 (https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf). IPv6 technology, in accordance with the USGv6 Profile (NIST Special Publication (SP) 500-267 http://www-x.antd.nist.gov/usgv6/index.html), the Technical Infrastructure for USGv6 Adoption (http://www.nist.gov/itl/antd/usgv6.cfm), and the NIST SP 800 series applicable compliance (http://csrc.nist.gov/publications/PubsSPs.html) shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 users, and all internal infrastructure and applications shall communicate using native IPv6 operations. Information concerning IPv6 transition in addition to OMB/VA Memoranda can be found at https://www.voa.va.gov/.

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 9 and Microsoft Office 2010. However, the migration from Windows XP to Windows 7 is not yet complete within all of VA. As a result, compatibility with and support on Windows XP, Internet Explorer 7 and Microsoft Office 2007 are also required until April 2014 when Microsoft's extended support for Windows XP ends. Applications delivered to the VA and intended to be deployed to Windows XP or 7 workstation shall be delivered as a signed .msi package and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager (SCCM) VA's current desktop application deployment tool. Signing of the software code shall be through a VA trusted code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that has been configured using the Federal Desktop Core Configuration (FDCC) and United States Government Configuration Baseline (USGCB) specific to the particular client operating system being used.

The Contractor shall support VA efforts in accordance with the Project Management Accountability System (PMAS) that mandates all new VA IT projects/programs use an incremental development approach, requiring frequent delivery milestones that deliver new capabilities for business sponsors to test and accept functionality. Implemented by the Assistant Secretary for IT, PMAS is a VA-wide initiative to better empower the OIT Project Managers and teams to meet their mission: delivering world-class IT products that meet business needs on time and within budget.

The Contractor shall utilize ProPath, the OIT-wide process management tool that assists in the execution of an IT project (including adherence to PMAS standards). It is a one-stop shop providing critical links to the formal approved processes,

artifacts, and templates to assist project teams in facilitating their PMAS-compliant work. ProPath is used to build schedules to meet project requirements, regardless of the development methodology employed.

6.2 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	**Background Investigation** (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
Low	**National Agency Check with Written Inquiries (NACI)** A NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate	**Moderate Background Investigation (MBI)** A MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High	**Background Investigation (BI)** A BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

	Position Sensitivity and Background Investigation Requirements

Task Number	Low/NACI	Moderate/MBI	High/BI
5.1	☒	☐	☐
5.2	☒	☐	☐
5.3	☒	☐	☐
5.4	☐	☒	☐
5.5	☒	☐	☐

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.

b. The Contractor shall bear the expense of obtaining background investigations.

c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations. The roster shall contain the Contractor's Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual background investigation level requirement (based upon Section 6.2 Tasks).

d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.

e. For a Low Risk designation the following forms are required to be completed: 1.OF-306 and 2. DVA Memorandum – Electronic Fingerprints. For Moderate or High Risk the following forms are required to be completed: 1. VA Form 0710 and 2. DVA Memorandum – Electronic Fingerprints. These should be submitted to the COR within 5 business days after award.

f. The Contractor personnel will receive an email notification from the Security and Investigation Center (SIC), through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents (SF85, SF85P, or SF 86). The Contractor personnel shall submit all required information related to their background investigations utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP).

g. The Contractor is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC. These should be submitted to the COR within 3 business days of receipt of the e-QIP notification email.

h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.

i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).

j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.

k. Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels
1. Technical Needs	Shows understanding of requirements Efficient and effective in meeting requirements Meets technical needs and mission requirements Offers quality services/products	Satisfactory or higher
2. Project Milestones	Quick response capability Products completed, reviewed,	Satisfactory or higher

and Schedule	delivered in timely manner Notifies customer in advance of potential problems	
3. Project Staffing	Currency of expertise Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
4. Value Added	Provided valuable service to Government Services/products delivered were of desired quality	Satisfactory or higher

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion

6.5 FACILITY/RESOURCE PROVISIONS

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

VA will provide access to VA specific systems/network as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG), site-to-site VPN, or VA Remote Access Security Compliance Update Environment (RESCUE)). This remote access will provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses. The Contractor shall utilize Government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements refer to

ADDENDUM A and ADDENDUM B.

6.6 GOVERNMENT FURNISHED PROPERTY

Medical mobile devices acquired in the course of performance of this contract shall be repaired as GFP and shall be transferred to the Government at the end of the contract as GFP.

ADDENDUM A

A1.0 Cyber and Information Security Requirements for VA IT Services

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference as though fully set forth therein. The VA Handbook 6500.6, "Contract Security" shall also be included in every related agreement, contract or order. The VA Handbook 6500.6, Appendix C, is included in this document as Addendum B.

Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS), and will be tracked therein. The TMS may be accessed at https://www.tms.va.gov. If you do not have a TMS profile, go to https://www.tms.va.gov and click on the "Create New User" link on the TMS to gain access.

Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

A2.0 VA Enterprise Architecture Compliance

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at http://www.ea.oit.va.gov/index.asp in force at the time of issuance of this contract, including the

Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

A2.1. VA Internet and Intranet Standards:

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser):
http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser):
http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2

A3.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

Section 508 – Electronic and Information Technology (EIT) Standards:

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: http://www.section508.gov and http://www.access-board.gov/sec508/standards.htm. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

_x_ § 1194.21 Software applications and operating systems
_x_ § 1194.22 Web-based intranet and internet information and applications
_x_ § 1194.23 Telecommunications products

_x_ § 1194.24 Video and multimedia products
_x_ § 1194.25 Self contained, closed products
_x_ § 1194.26 Desktop and portable computers
_x_ § 1194.31 Functional Performance Criteria
_x_ § 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

A4.0 Physical Security & Safety Requirements:

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A5.0 Confidentiality and Non-Disclosure

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised

by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.

3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.

4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.

5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.

6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.

7. Contractor must adhere to the following:

    a. The use of “thumb drives” or any other medium for transport of information is expressly prohibited.

    b. Controlled access to system and security software and documentation.

    c. Recording, monitoring, and control of passwords and privileges.

    d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.

    e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.

f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.

g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".

h. Contractor does not require access to classified data.

8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.

9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

ADDENDUM B

APPLICABLE PARAGRAPHS TAILORED FROM: ***THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE, VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010***

B1. 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.

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. 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 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).

2. 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 information is returned to 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.

3. 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 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.

4. 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 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.

5. 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.

6. 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.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (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.

8. 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.

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

10. 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 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.

11. 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.

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

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

1. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control

requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6508, *VA Privacy Impact Assessment*.

2. The Contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

3. 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.

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

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

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

7. The Contractor/Subcontractor agrees to:

a. 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 (SOR); and
ii. The design, development, or operation work that the Contractor/Subcontractor is to perform;

b. 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 redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

8. 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 SOR 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 SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the Contractor/Subcontractor is considered to be an employee of the agency.

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

b. "Record" 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 contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

c. "System of Records" 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.

9. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hot fixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

10. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical**,** based upon the severity of the incident.

11. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes based upon the requirements identified within the contract.

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

B5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

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

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

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

d. The Contractor/Subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into the VA POA&M management process. The Contractor/Subcontractor must use the VA POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor/Subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with Contractor/Subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The Contractor/Subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another Contractor/Subcontractor. The Contractor/Subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or Contractor/Subcontractor owned equipment or software on the VA 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.

g. 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 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.

h. 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 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 preapproved 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.

B6. 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.

B7. 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 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.

B8. SECURITY CONTROLS COMPLIANCE TESTING

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

B9. 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 D relating to access to VA information and information systems;
2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;
3) Successfully complete *Privacy and HIPAA Training* if Contractor will have access to PHI;
4) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
5) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access

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

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

APPENDIX A SERVICE LEVEL AGREEMENT

VA has set the following Service Level Agreement (SLA) for all Web & Mobile Solutions support. Metrics shall be gathered and reported to validate that the SLAs are being met.

SLA ID	SLA Metric Name	PWS Section	Required Service	Desired Outcomes	Minimum Acceptable Performance Level (MAPL)	Evaluation Frequency	Surveillance Method
SLA1	Cost and Performance	5.1.1	Project Management	Cost and Performance Index greater than 1	Not less than .95	Monthly	Government Review Of Contractor Provided Data
SLA2	Severity Code 1 Ticket (Critical)	Tier1,2, 3 support	Resolve an issue that affects, or may adversely impact, patient safety, with no suitable work around.	Issues Resolved within 15 minutes (7AM to 7 PM Central Standard Time Monday through Friday) and 4 hours after 7 PM and on Weekends	Meet the SLA 99% of the time	Monthly	Government Review Of Contractor Provided Data
SLA3	Severity Code 2 Ticket (High)	Tier1,2, 3 support	Resolve an Issue that affects clinical care or product operation is impaired where a suitable workaround exists	Issues Resolved within 2 Hours (during covered hours) (7AM to 7 PM Central Standard Time Monday through Friday) and 8	Meet the SLA 98% of the time	Monthly	Government Review Of Contractor Provided Data

				hours after 7 PM and on Weekends			
SLA4	Severity Code 3 Ticket (Medium)	Tier 1,2,3 support	Resolve an issue that affects internal staff process or while not causing a failure the defect does causes the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the systems usability.	Issues Resolved within 4 Hours (during covered hours)	Meet the SLA 95% of the time	Monthly	Government Review Of Contractor Provided Data
SLA5	Severity Code 4 Ticket (Low)	Tier 1,2,3 support	The defect does not cause a failure, does not impair usability, and the desired processing results are easily obtained by working around the defect	Issues Resolved within 6 Hours (during covered hours)	Meet the SLA 90% of the time	Monthly	Government Review Of Contractor Provided Data
SLA 6	On Hold Time	Tier1,2 support	Answer the Phone	Mean on hold time will not exceed 1 minute and the maximum on hold time in any 30 day period will not exceed 3 minutes.	Meet the SLA 98% of the time	Monthly	Government Review Of Contractor Provided Data
SLA7	Dropped Call Percentage	Tier1,2 support	Provide Phone Conductivity	The mean number of dropped calls will not exceed 2%	Meet the SLA 98% of the time	Monthly	Government Review Of Contractor Provided Data
SLA8	Satisfactio n Rating	Tier 1,2 support	Satisfactory Customer Service	The mean satisfaction rating will meet or exceed Very	Meet the SLA 98% of the time	Monthly	Government Review Of Contractor Provided Data

				Satisfied			
SLA9	Bug Fix	Tier 3 support	Implement code change Unit test Develop test script and execute Create test report Update documentation	Complete Fix within estimated timeframe approved by COR.	Meet the SLA 98% of the time	Monthly	Acceptance of Bug Fix
SLA13	App Feature Enhancement	Tier 3 support	Determine approach Develop Code Unit Test Develop test scripts and execute Code review Compliance reviews Create test report Update documentation	Complete Enhancement within estimated timeframe approved by COR	Meet the SLA 98% of the time	Monthly	Acceptance of Enhancement
SLA16	Create and Deploy Code Package	Tier 3 support	Build Package Test validate Package Deploy Package Update App documentation Update technical documentation	Create Release Package and Deploy Code within estimated timeframe approved by COR	Meet the SLA 98% of the time	Monthly	Acceptance of Deployment
SLA18	Monitoring	5.3.7	Analyze logs for performance metrics Analyze logs for security concerns Develop recommendations	Accurately complete analysis and provide meaningful recommendations	Meet the SLA 99.5% of the time	Monthly	Acceptance of Recommendations
SLA19	Preventative Maintenance	5.3.5.2	Ensure apps and devices are compliant with OS/MDM and evolving security requirements.	All updates and changes are made as required and the platforms operate within constraints	Meet the SLA 99.9% of the time	Monthly	Government Review Of Contractor Provided Data

SLA 20	Device Provisioning	5.2	Medical Mobile Device Provisioning	Devices Provisioned within 5 days of Government Request	Meet the SLA 95% of the time	Monthly	Government Review Of Contractor Provided Data
SLA 21	Storage of Government Owned Medical Mobile Devices	5.2	Medical Mobile Device Storage	Devices will be stored and inventoried IAW VA requirements no devices will be lost, stolen, or damaged.	Meet the SLA 99% of the time	Monthly	Government Review Of Contractor Provided Data
SLA 22	Medical Mobile Devices and Cases	5.2	Deliver of Mobile Devise and Cases	Medical Mobile Devices and Cases are delivered within 30 days of order without damaged and operating according to specifications	Meet the SLA 99% of the time	Upon Order Receipt	Government Review of Receipt Information

APPENDIX B: APPROVED MOBILE DEVICE LIST 7/15/14

APPROVED MOBILE DEVICE	MAKER	MODEL	OS VERSION
iPad Mini tablet	Apple	16GB WIFI/Cellular	7.1
iPad Air tablet	Apple	16GB WIFI/Cellular	7.1
iPad 4th generation tablet	Apple	16GB WIFI/Cellular	7.1
iPad 3rd generation tablet	Apple	16GB WIFI/Cellular	7.1
iPad 2 tablet	Apple	16GB WIFI/Cellular	7.1
iPhone 4 smartphone	Apple	8GB	7.1
iPhone 4S smartphone	Apple	16GB	7.1
iPhone 5 smartphone	Apple	16GB	7.1
iPhone 5C smartphone	Apple	16GB	7.1
iPhone 5S smartphone	Apple	16GB	7.1
Samsung Galaxy S3 smartphone	Samsung	16GB	Android 4.3
Samsung Galaxy S4 smartphone	Samsung	16 GB	Android 4.3
Samsung Galaxy S5 smartphone	Samsung	16GB	Android 4.4
Samsung Galaxy Note 8.0 tablet	Samsung	16 GB	Android 4.2.2
Samsung Galaxy Note 10.1 2014 Edition tablet	Samsung	16 GB	Android 4.3
Samsung Galaxy Tab 2 10.1 tablet	Samsung	16 GB	Android 4.2.2
Samsung Galaxy Tab 3 10.1 tablet	Samsung	16 GB	Android 4.2.2
Samsung Galaxy Note 3.0 smartphone	Samsung	16 GB	Android 4.3
Blackberry Z10 smartphone	RIM	16 GB	BES 10
Blackberry Z30 smartphone	RIM	16 GB	BES 10
Blackberry Q10 smartphone	RIM	16 GB	BES 10
ThinkPad 8	Lenovo	32 GB	Windows 8.1
ThinkPad10	Lenovo	32 GB	Windows 8.1
ARROWS TAB Q584/H	Fujitsu	64 GB	Windows 8.1
Venue 8 Pro	Dell	32 GB	Windows 8.1
Venue 11 Pro 7130/7139	Dell	8 GB	Windows 8.1
IN PROCESS	**MAKER**	**MODEL**	**OS VERSION**
WINDOWS 8 HTC	HTC	HTC2	WIN 8.0

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	JAN 2014
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014
52.212-4 (Alt 1)	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (ALTERNATE I)	MAY 2014
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION.	FEB 2007
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012

C.2 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.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2014)

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

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

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

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

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

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

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

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

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

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

___ (5) [Reserved]

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

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

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

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

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

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

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

___ (13) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

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

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

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

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

___ (iv) Alternate III (July 2010) of 52.219-9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

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

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

___ (ii) Alternate I (Jun 2014) of 52.223-16.

_X__ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

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

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

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

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

___ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate*.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(e)

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

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.4 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting officer may exercise the option by written notice to the contractor at any time during the contract performance, up until 30 days beyond the contract expiration date. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.5 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 seven 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 36 months

(End of Clause)

C.6 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

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

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

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

(End of Clause)

C.7 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 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.8 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.9 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.10 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.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.12 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.14 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

C.15 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)

C.16 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 0001 – Pricing Spreadsheet

Attachment 0002 - Assessment and Authorization Process

SECTION E - SOLICITATION PROVISIONS

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

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

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

(End of Provision)

FAR Number	Title	Date
52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JUL 2013

E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

(End of Provision)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in

accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

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

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

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract,

the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American 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.

_____

_____

_____

[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 FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

_____ _____

_____ _____

_____ _____

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract 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.)

[ ] (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 the SAM database to be eligible for award.)

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

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

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

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

The Government contemplates award of a hybrid Firm-Fixed-Price/ Time-and-Materials contract resulting from this solicitation.

(End of Provision)

E.7 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.8 52.219-1 SMALL BUSINESS REPRESENTATION (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 54519

(2) The small business size standard is $25.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer 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 not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB 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 (b)(5)(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.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

(7) **[***Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) 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.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 (b)(8)(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.

(c) *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 concern eligible under the WOSB Program.

"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 the size standard in paragraph (a) of this provision.

"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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Technology Acquisition Center
260 Industrial Way West

Eatontown NJ 07724
Mailing Address:

Department of Veterans Affairs

Department of Veterans Affairs
Department of Veterans Affairs
Department of Veterans Affairs
Department of Veterans Affairs Department of Veterans Affairs 07724

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

(End of Provision)

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

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

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

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

(6) State the form of relief requested; and

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

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

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

(End of Provision)

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

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and

Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.12 BASIS FOR AWARD

Award will be made to the lowest priced, technically acceptable proposal. To receive consideration for award, a rating of Acceptable must be achieved for the Technical Factor.

E.13 FACTORS TO BE EVALUATED

1. TECHNICAL

2. PRICE

E.14 EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all Offerors. Thereafter, the Government will evaluate the technical proposal of the lowest priced Offeror only. If the lowest priced Offeror's technical proposal is determined to be rated as Acceptable, the Government may make award to that Offeror without further evaluation of the remaining Offerors' technical proposals. If the lowest priced Offeror's technical proposal is determined to be rated as Unacceptable, then the Government may evaluate the next lowest priced technical proposal, and so forth and so on, until the Government reaches the lowest priced technical proposal that is determined to be rated as Acceptable. However, the Government reserves the right to evaluate all Offerors' technical proposals should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider whether the proposal demonstrates a clear understanding of the technical features involved in meeting the solicitation requirements and whether the Offeror's methods and approach have adequately and completely considered, defined and satisfied the requirements in the Solicitation.

The Government may deem a proposal technically unacceptable if it is determined to contain unreasonably low labor rates, such that the proposal is deemed to reflect a lack of technical competence, a lack of understanding of the requirements, an inability to perceive the complexity of the requirement, or a lack of sound business judgment. Since the proposed fixed loaded hourly labor rates are binding, the Government's price evaluation shall not be adjusted as a result of this analysis due to the fact that the Government is not performing a cost realism analysis.

2. PRICE EVALUATION APPROACH.

The total overall evaluated price will be the sum of the total evaluated Firm Fixed Price (FFP) line items and the total evaluated T&M Price line items. The Government will verify the Offeror's calculation of the total evaluated price.

a. Firm Fixed Price (FFP): The Total Evaluated Firm Fixed Price (FFP) Price will be the sum of the Total Evaluated Firm Fixed Price (FFP) Line Items as defined below:

(1) FFP Line Items, Firm Quantities – The total evaluated price for each line item will be calculated by multiplying the quantity/unit (e.g. 1 LO or 3 EA) by the proposed unit price.

(2) FFP Line Items, Range Quantities – Where range quantity prices are required, the total evaluated price for each line item will be calculated by computing a weighted unit price and multiplying the weighted unit price by the evaluation quantity for that line item.

The example below shows how the evaluated price will be computed for a hypothetical line item where range pricing is required:

(1) Each range proposed unit price will be multiplied by a percentage weighting (the percentage will be specified by the Government) for that range to calculate a weighted unit price for that range.

(2) The weighted unit price for each range will be summed. The result will be the evaluated weighted unit price.

(3) The evaluated weighted unit price will be multiplied by the evaluated quantity specified in the solicitation. The result will be the total evaluated price for that line item.

EXAMPLE:

RANGE QTY	UNIT PRICE	% WEIGHT	WEIGHTED UNIT PRICE
1-100	$ 1,000.00	20%	$ 200.00
101-250	$ 900.00	30%	$ 270.00
251-600	$ 800.00	30%	$ 240.00
601-1,000+	$ 700.00	20%	$ 140.00
		100%	$ 850.00

WEIGHTED UNIT PRICE	X	EVALUATED QTY	=	TOTAL EVALUATED PRICE
$ 850.00	X	1,000		$ 850,000.00

b. Time-and-Materials Price: The Total Evaluated T&M Price will equal the sum of the total labor price. The total labor price will be calculated by multiplying the Offeror's proposed average loaded hourly labor rate (calculated by the Offeror based upon the straight (non-weighted) average of the proposed loaded hourly labor rates for the Offeror and each of its proposed subcontractors) by the corresponding estimated labor hours for each labor category specified by the Government in the Price.xlsx Excel spreadsheet, found at "Attachment 0001 – Pricing Spreadsheet" in Section D of the Solicitation. The Government will verify the Offeror's calculation of the Total Evaluated T&M Price.

E.15 PROPOSAL SUBMISSION

1. INTRODUCTION

The Offeror's proposal shall be submitted electronically via email to Justin.helfman@va.gov by the date and time indicated in the solicitation. The Offeror's proposal shall consist of three (3) volumes. The Volumes are I -Technical, II – Price, and III – Solicitation, Offer & Award Documents, Certifications & Representations. The use of hyperlinks or embedded attachments in proposals is prohibited. File size for each email shall not exceed 8MB. If your volumes are larger than 8MB please send separate emails.

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. File Packaging. All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations
Volume I	Technical	Tech.pdf	30
Volume II	Price	Price.xls	None

Volume III	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

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

See also FAR 52.212-1, Instructions to Offerors – Commercial Items.

(i) VOLUME I – TECHNICAL FACTOR

Offerors shall propose a detailed approach that addresses the following:

1. The technical approach to meeting the Service Level Agreements (SLAs) contained in Appendix A of the Performance Work Statement (PWS).
2. The technical approach to troubleshooting and preventive maintenance for the medical mobile device and application infrastructure. This discussion shall include all of the requirements outlined in Section 5.3.5.2 of the PWS.
3. The technical approach to application sustainment, defect correction, application enhancement and feature extensions in accordance with (IAW) PWS Sections 5.3.5.1, 5.3.6, 5.3.6.1, 5.3.6.2, 5.3.6.3, and 5.3.6.4.
4. A clear description of the technical approach to managing the logistics of medical mobile device provisioning and distribution (IAW PWS Section 5.2 and 5.2.1), deployment (IAW PWS Section 5.2.5), and help desk support (IAW the PWS subsections contained under 5.3) for a growing user base of approximately 2,000 to 100,000.
5. Contractor/Subcontractor Core Competency – The offeror shall provide a brief narrative to describe its mechanism to attract and retain its workforce.

(ii) VOLUME II– PRICE FACTOR

The Offeror shall complete the Price.xlsx Excel spreadsheet, found at "Attachment 0001 – Pricing Spreadsheet" in Section D of the Solicitation. The "Instructions" tab in Attachment 0001 will provide instructions on what is required for each corresponding tab.

All Offerors should propose using an estimated award date of September 25, 2014.

(iii) VOLUME III - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations - An authorized official of the firm shall sign the SF 1449and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

a. Solicitation Section A – Standard Form SF1449 and Acknowledgement of Amendments, if any.

b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated.

Offerors are hereby advised that any Offeror-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award