

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 82	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-14-Q-0292	
6. SOLICITATION ISSUE DATE 8/01/2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Justin Helfman, Contract Specialist		b. TELEPHONE NO. (No Collect Calls) 732-795-1119		8. OFFER DUE DATE/LOCAL TIME 8/18/2014/3PM EST	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 517110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 1,500 employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO See Section B				16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO. DUNS: DUNS+4:				PHONE: FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section B Contract Type: Firm Fixed Price The Points of Contact (POCs) are the Contract Specialist, Justin Helfman, Phone: 732-795-1119, e-mail: justin.helfman@va.gov and the Contracting Officer, Debra Clayton, Phone: 732-795-1015, email: debra.clayton2@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 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					<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				DEBRA G. CLAYTON			

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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:

b. GOVERNMENT: Contracting Officer 0010B

Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way

Eatontown NJ 07724

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

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

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
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B.2 GOVERNING LAW CLAUSE

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 PRICE/DELIVERY SCHEDULE

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	<p>Project Management shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>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.</p> <p>The cost of the CLIN shall be included in the cost of CLINs 0002 through 0008.</p> <p>Period of Performance shall be 12 months from date of award.</p>	12	MO	NSP	NSP
0001AA	<p>Service Reports IAW PWS paragraph 5.1.2.</p> <p>Due Quarterly throughout the period of performance</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0001AB	<p>Monthly Reports IAW PWS paragraph 5.1.2.</p> <p>Due Monthly throughout the period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001AC	Maintenance Reports IAW PWS paragraph 5.1.2. Due within five (5) days after scheduled maintenance occurs. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	NSP	NSP
0001AD	Downtime Reports IAW PWS paragraph 5.1.2. Due within one (1) day of any scheduled or unscheduled downtime. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	NSP	NSP
0001AE	Escalation Process IAW PWS paragraph 5.1.1. Due within 14 days of contract award. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	NSP	NSP
0002	Durham VA Medical Center (HUB) This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0002AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0002AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0002AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0003	Hillandale Road Annex This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0003AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0003AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0003AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0004	VISN 6 Headquarters Office This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0004AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0004AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0004AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0005	Raleigh II Annex This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0005AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0005AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0005AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0006	Raleigh CBOC I This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0006AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0006AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0006AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0007	Legacy Tower (NC Mutual Bldg.) HSR and ERIC Research Offices This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0007AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0007AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0007AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0008	VA Dialysis and Blind Rehabilitation Clinics at Brier Creek This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0008AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0008AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0008AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0009	Raleigh Vet Center This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
0009AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0009AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
0009AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
	Base Period Total				\$

	Option Period 1 This option may be exercised at the Government's discretion in accordance with FAR 52.217-9				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL

	<p align="center">Option Period 1</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	<p>Project Management shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>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.</p> <p>The cost of the CLIN shall be included in the cost of CLINs 1002 through 1008.</p> <p>Period of Performance for Option Period 1, if exercised, shall be 12 months from the end of the base period.</p>	12	MO	NSP	NSP
1001AA	<p>Service Reports IAW PWS paragraph 5.1.2.</p> <p>Due Quarterly throughout the period of performance</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
1001AB	<p>Monthly Reports IAW PWS paragraph 5.1.2.</p> <p>Due Monthly throughout the period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	<p align="center">Option Period 1</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001AC	<p>Maintenance Reports IAW PWS paragraph 5.1.2.</p> <p>Due within five (5) days after scheduled maintenance occurs.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
1001AD	<p>Downtime Reports IAW PWS paragraph 5.1.2.</p> <p>Due within one (1) day of any scheduled or unscheduled downtime.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
1002	<p align="center">Durham VA Medical Center (HUB)</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
1002AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1002AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1002AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 1</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1003	<p align="center">Hillandale Road Annex</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
1003AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1003AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1003AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1004	<p align="center">VISN 6 Headquarters Office</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
1004AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1004AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1004AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1005	<p align="center">Raleigh II Annex</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
1005AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 1</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1005AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1005AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1006	<p align="center">Raleigh CBOC I</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
1006AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1006AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
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1007	<p align="center">Legacy Tower (NC Mutual Bldg.) HSR and ERIC Research Offices</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
1007AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1007AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1007AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	Option Period 1 This option may be exercised at the Government's discretion in accordance with FAR 52.217-9				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1008	VA Dialysis and Blind Rehabilitation Clinics at Brier Creek This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
1008AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1008AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1008AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1009	Raleigh Vet Center This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
1009AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1009AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
1009AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
	Option Period 1 Total				\$

	<p align="center">Option Period 2</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	<p>Project Management shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>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.</p> <p>The cost of the CLIN shall be included in the cost of CLINs 2002 through 2008.</p> <p>Period of Performance for Option Period 2, if exercised, shall be 12 months from the end of Option Period 1.</p>	12	MO	NSP	NSP
2001AA	<p>Service Reports IAW PWS paragraph 5.1.2.</p> <p>Due Quarterly throughout the period of performance</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
2001AB	<p>Monthly Reports IAW PWS paragraph 5.1.2.</p> <p>Due Monthly throughout the period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	<p align="center">Option Period 2</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001AC	<p>Maintenance Reports IAW PWS paragraph 5.1.2.</p> <p>Due within five (5) days after scheduled maintenance occurs.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
2001AD	<p>Downtime Reports IAW PWS paragraph 5.1.2.</p> <p>Due within one (1) day of any scheduled or unscheduled downtime.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
2002	<p align="center">Durham VA Medical Center (HUB)</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
2002AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2002AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2002AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	Option Period 2 This option may be exercised at the Government's discretion in accordance with FAR 52.217-9				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2003	Hillandale Road Annex This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
2003AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2003AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2003AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.3 and all their subparagraphs.	12	MO	\$	\$
2004	VISN 6 Headquarters Office This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
2004AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2004AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2004AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs s.	12	MO	\$	\$
2005	Raleigh II Annex This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
2005AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 2</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2005AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2005AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2006	<p align="center">Raleigh CBOC I</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
2006AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2006AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2006AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2007	<p align="center">Legacy Tower (NC Mutual Bldg.) HSR and ERIC Research Offices</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
2007AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2007AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2007AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 2</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2008	<p align="center">VA Dialysis and Blind Rehabilitation Clinics at Brier Creek</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
2008AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2008AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2008AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2009	<p align="center">Raleigh Vet Center</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
2009AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2009AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
2009AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
	Option Period 2 Total				\$

	<p align="center">Option Period 3</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3001	<p>Project Management shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>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.</p> <p>The cost of the CLIN shall be included in the cost of CLINs 3002 through 3008.</p> <p>Period of Performance for Option Period 3, if exercised, shall be 12 months from the end of Option Period 2.</p>	12	MO	NSP	NSP
3001AA	<p>Service Reports IAW PWS paragraph 5.1.2.</p> <p>Due Quarterly throughout the period of performance</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
3001AB	<p>Monthly Reports IAW PWS paragraph 5.1.2.</p> <p>Due Monthly throughout the period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	<p align="center">Option Period 3</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3001AC	<p>Maintenance Reports IAW PWS paragraph 5.1.2.</p> <p>Due within five (5) days after scheduled maintenance occurs.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
3001AD	<p>Downtime Reports IAW PWS paragraph 5.1.2.</p> <p>Due within one (1) day of any scheduled or unscheduled downtime.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
3002	<p align="center">Durham VA Medical Center (HUB)</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
3002AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3002AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3002AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	Option Period 3 This option may be exercised at the Government's discretion in accordance with FAR 52.217-9				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3003	Hillandale Road Annex This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
3003AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3003AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3003AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3004	VISN 6 Headquarters Office This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
3004AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3004AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3004AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3005	Raleigh II Annex This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).				
3005AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 3</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3005AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3005AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3006	<p align="center">Raleigh CBOC I</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
3006AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3006AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3006AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3007	<p align="center">Legacy Tower (NC Mutual Bldg.) HSR and ERIC Research Offices</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
3007AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3007AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3007AC	Metro E Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 3</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3008	<p align="center">VA Dialysis and Blind Rehabilitation Clinics at Brier Creek</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
3008AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3008AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3008AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3009	<p align="center">Raleigh Vet Center</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
3009AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3009AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
3009AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
	Option Period 3 Total				\$

	<p align="center">Option Period 4</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
4001	<p>Project Management shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>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.</p> <p>The cost of the CLIN shall be included in the cost of CLINs 4002 through 4008.</p> <p>Period of Performance for Option Period 4, if exercised, shall be 12 months from the end of Option Period 3.</p>	12	MO	NSP	NSP
4001AA	<p>Service Reports IAW PWS paragraph 5.1.2.</p> <p>Due Quarterly throughout the period of performance</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
4001AB	<p>Monthly Reports IAW PWS paragraph 5.1.2.</p> <p>Due Monthly throughout the period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	<p align="center">Option Period 4</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
4001AC	<p>Maintenance Reports IAW PWS paragraph 5.1.2.</p> <p>Due within five (5) days after scheduled maintenance occurs.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
4001AD	<p>Downtime Reports IAW PWS paragraph 5.1.2.</p> <p>Due within one (1) day of any scheduled or unscheduled downtime.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
4002	<p align="center">Durham VA Medical Center (HUB)</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4002AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4002AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4002AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 4</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
4003	<p align="center">Hillandale Road Annex</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4003AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4003AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4003AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4004	<p align="center">VISN 6 Headquarters Office</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4004AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4004AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4004AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4005	<p align="center">Raleigh II Annex</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4005AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 4</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
4005AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4005AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4006	<p align="center">Raleigh CBOC I</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4006AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4006AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4006AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4007	<p align="center">Legacy Tower (NC Mutual Bldg.) HSR and ERIC Research Offices</p> <p align="center">This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4007AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4007AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4007AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$

	<p align="center">Option Period 4</p> <p align="center">This option may be exercised at the</p> <p align="center">Government's discretion in</p> <p align="center">accordance with FAR 52.217-9</p>				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
4008	<p align="center">VA Dialysis and Blind Rehabilitation Clinics at Brier Creek</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4008AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4008AB	Logical Digital Circuit it Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4008AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4009	<p align="center">Raleigh Vet Center</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraphs identified in each Sub Contract Line Item (SLIN).</p>				
4009AA	Logical Digital Circuit Access Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4009AB	Logical Digital Circuit Port Speed IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
4009AC	Logical Digital Circuit Quality of Service (QoS) IAW PWS paragraphs 3.0, 5.2, 5.2.1 and 5.3 and all subparagraphs.	12	MO	\$	\$
	Option Period 4 Total				\$
	Grand Total (Base + Option Period 1 + Option Period 2 + Option Period 3 + Option Period 4)				\$

B.4 PERFORMANCE WORK STATEMENT

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Service Delivery and Engineering is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care system in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

OIT Region 3 Telecommunications Business Office (R3 TBO) is responsible for procurement and management of voice and data communications services for VA Medical Centers, Community Based Outpatient Clinics (CBOC), field and program offices and other remote service delivery points that are geographically dispersed throughout OIT Region 3 catchment area of Ohio (OH), Illinois (IL), Michigan (MI), Indiana (IN), West Virginia (WV), Kentucky (KY), Tennessee (TN), Virginia (VA), North Carolina (NC), South Carolina (SC), Georgia (GA), Alabama (AL), Florida (FL), and United States (US) Territories of Puerto Rico (PR), and US Virgin Islands.

OIT Region 3 Telecommunications Office (R3 TBO) has identified an immediate need for Logical Digital Circuit MPLS VPN circuits to replace present point-to-point (P2P) circuits for the Durham, NC VA Medical Center and satellite sites. The Durham, NC VA Medical Center has been experiencing frequent service disruptions and insufficient bandwidth availability on present P2P circuits due to "last mile" issues and increasing network requirements. This creates considerable risk to the VA and unacceptable service levels to sufficiently support the local area network in the service of healthcare delivery to Veterans. The purpose of this acquisition is to establish more sufficient and dependable data services as quickly as possible to mitigate this serious risk to VA.

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

3.0 SCOPE OF WORK

The Contractor shall install and provide monthly recurring services as logical digital circuits, with delineated access and port speed to the seven service delivery points identified in the table below within 60 calendar days of task order award. The purpose of these provider cloud services is to alleviate bandwidth insufficiency of presently installed P2P T-1 circuits, increase dependability of same, and provide for versatility at the hub in service speeds as needs for adjustments arise. The Contractor shall provide all labor, management, tools, material, and equipment to perform all requirements described herein.

- a. All circuits shall have service level 24x7x4 or “”.
- b. Real time band width and Interactive band width shall be nominal to access speed, and in no case be below the following:
 300 Mbps – 20/20 Mbps
 100 Mbps – 10/10 Mbps

All VA accounts must be identified in the Vendor’s network as a Federal Government account. Federal Government accounts shall only be disconnected upon request.

If necessary, the contractor shall be responsible for all contacts and coordination with any local telephone company regarding maintenance and installation of all LEC and CLEC maintained circuits and equipment. The contractor is

responsible for telephone company repair service visit costs when the contractor requests telephone company repair service.

Service Delivery Points:

Site Name	Service Address	Service Description	Access	Port
Durham VA Medical Center (Hub)	508 Fulton Street Durham, NC 27705-3875 Phone: 919-286-0411	Enterprise Switched Services NLAN	1 Gbps	300 Mbps
Hillandale Road Annex	1824 Hillandale Road Durham, NC 27705-2650 Phone: 919-383-6107	Enterprise Switched Services NLAN	100 Mbps	100Mbps
VISN 6 Headquarters Office	300 W Morgan Street Durham, NC 27701-2162 Phone: 919-956-5541	Enterprise Switched Services NLAN	100 Mbps	100 Mbps
Raleigh II Annex	3040 Hammond Business Place Raleigh, NC 27603-3666 Phone: 919-899-6259	Enterprise Switched Services NLAN	100 Mbps	100 Mbps
Raleigh CBOC I	3305 Sungate Boulevard Raleigh, NC 27610-2871 Phone: 919-212-0129	Enterprise Switched Services NLAN	100 Mbps	100 Mbps
Legacy Tower (NC Mutual Bldg.) HSR and ERIC Research Offices	411 W. Chapel Hill St. Durham, NC 27708-998	Enterprise Switched Services NLAN	100 Mbps	100 Mbps
VA Dialysis and Blind Rehabilitation Clinics at Brier Creek	8081 Arco Corporate Drive Raleigh, NC 27617-2041 Phone: 919-286-5220	Enterprise Switched Services NLAN	100 Mbps	100 Mbps
Raleigh Vet Center	8851 Ellstree Ln (Brier Creek), Raleigh, NC 27858	Enterprise Switched Services NLAN	100 Mbps	100 Mbps

3.1 Contract Type

This requirement will result in a Firm Fixed Price (FFP) task order.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

This order will consist of a 12-month base period and four 12-month option periods.

Any work at the Government site shall not take place on Federal holidays or weekends. If work is required due to an emergency situation it must be coordinated with the Durham facility telecom manager.

There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4

Veterans Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

4.2 PLACE OF PERFORMANCE

The place(s) of performance are the Contractor's facility and the Service Delivery Points delineated in the table in paragraph 3.0 and all carrier paths, in between and across the Contractor's Logical Digital Circuit.

4.3 TRAVEL

The Government does not anticipate travel under this effort to perform the tasks associated with the effort.

5.0 SPECIFIC TASKS AND DELIVERABLES

5.1 PROJECT MANAGEMENT

5.1.1 PROJECT MANAGER AND STAFFING

The contractor shall provide a project manager who will act as a single point of contact for issues and offer 24-hour replacement of equipment that fails within applicable warranty periods. The project manager shall also act as the single point of contact for equipment or billing issues.

The Contractor shall use an Escalation Process to resolve customer service issues and provide a single point of contact for each issue or dispute. The Contractor shall provide the Contracting Officer's Representative (COR) an Escalation Process 14 days after task order award outlining the specific steps necessary to resolve customer service issues. The process shall include a full escalation list that provides for escalations, if necessary, to the Contractor's senior executive level. The Escalation process shall also include a Customer Support Organization Chart containing employee names, email addresses, and direct phone numbers

5.1.2 REPORTING REQUIREMENT

The contractor shall provide VA service field reports at the time of a service call. Field reports shall include written evidence of performance of all procedures and tests as required and shall include itemized parts and labor charges. Customer Service Records (CSR's) shall be provided to VA upon request.

If any services and/or parts not covered or excluded by the contract are required at any of the Durham, NC sites covered by this contract, the Contractor shall inform the COR.

Contractor will submit reports and meet with VA Telecom staff to discuss any problems as they arise. Monthly reports shall be delivered which clearly show the period of service and the charges for the services provided. Other reports at request of VA shall cover all work completed during a trouble period or downtime and delineate any maintenance work planned for any subsequent period. The reports 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. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties.

Deliverables:

- A. Service Reports
- B. Monthly Reports
- C. Maintenance Reports
- D. Downtime Reports
- E. Escalation Process

5.2 GUARANTEED UPTIME, HOURS OF COVERAGE AND RESPONSE TIME REQUIREMENTS

5.2.1 GUARANTEED UPTIME

A guaranteed uptime service-level agreement (SLA) of 95% shall be maintained during hours of coverage for each geographical location.

Uptime will be calculated as: $\text{Uptime \%} = \text{productive time} - \text{downtime} \times 100$

Productive time is absolute use of services and equipment.

Downtime begins at service disruption or time of first service call, whichever is earlier, until equipment or service is returned to proper operating conditions.

5.3 MAINTENANCE AND RESTORATION ACTIVITIES

5.3.1. DOWNTIME

The Contractor shall obtain the approval of the COR, VA Facility Chief Information Officer (FCIO), Telecommunications Manager, prior to starting any work that will cause any downtime. If work is needed to be performed outside of normal business hours, the Contractor shall notify the COR and VA FCIO or Telecommunications Manager a minimum of three (3) business days before the work is to begin (except in the case of emergencies or major impact).

5.3.2 ONSITE WORK

The Contractor shall clean up all work areas after completing work in VA facilities, including removal and disposal of defective equipment.

Requirements for access to VA facilities shall include the following:

1. Normal working hours at VA facilities are 8:00 AM to 4:30 PM except the network operations center (NOC) and Major Medical Centers which require 24/7/365 coverage. Access after normal administrative hours will have to be coordinated and approved with each site's Telecommunications Manager or their designee.
2. Technicians will require VA OI&T employee escorts.
3. If work must be conducted after normal working hours, the Contractor shall notify the designated VA representative local contact (LCON) for the site and schedule the time mutually agreeable to the contractor and VA. A pre-notification must be given to the VA Telecommunications Manager prior to any technician or contractor representative arriving on site so proper escort availability can be provided.

5.3.3 INTRUSIVE TESTING

The Contractor shall receive approval from the VA COR, FCIO, Telecommunications Manager prior to commencement of intrusive testing.

5.3.4 NOTIFICATION OF SERVICE COMPLETION

The Contractor shall notify VA when any service request, repair, or maintenance is completed by sending an email to a VA email group(s) designated by the COR. The service request, repair, or maintenance is not considered complete until the COR, FCIO, Telecommunications Manager confirms that the completion of service is acceptable.

5.3.5 CUSTOMER SERVICE (HELPDESK)

The Contractor shall provide a toll free number for customer service technical helpdesk support staffed by a live customer service representative 24 hours per day, 7 days per week, and 365 days per year. The customer service center (CSC) or NOC must be located in the continental United States (CONUS). Technical support response is measured by number of calls placed to the help desk from VA. Technical support starts at the point the call is logged by the Help Desk to the point where the technician has been assigned to resolve the problem. In addition, an alternate Email address or web-based modality to electronically enter tickets and follow them through the escalation process to completion shall be provided to VA by the Contractor.

5.3.6 ACCOUNT MANAGEMENT

The Contractor shall provide VA access to an online account management system by the 14th day-after task order award. Only authorized VA personnel may access VA data. The system shall provide designated VA users (no more than 10) the ability to obtain current status of service outages, access to billing records, and current VA accounts information.

5.3.7 SUPPORT RESPONSE TIME

The Contractor shall provide technical support/resolution during established business hours to assist the VA with issues pertaining to the services set forth in this PWS. Response times begin when the Contractor receives a support request from the VA. The Contractor shall respond to the VA's support requests according to the following Severity Levels.

SEVERITY LEVEL A – MAJOR IMPACT

A Major Impact means a business impacting function or service is not available such as circuit service outages. This also includes inability to receive or transmit data or access critical medical systems due to circuit impairment. The Contractor shall respond to all Severity Level A problems within four business hours. Notifications shall be provided to VA local point of contact as identified by task order, at a minimum every four hours via telephone or more frequently as time permits. Service shall be restored or minimized to Severity Level B within 24 hours of the notification of major impact and not return to major impact for seven days or it will be considered a continuation of the original service impact.

SEVERITY LEVEL B – MINOR IMPACT

A Minor Impact means VA's workflow is not seriously affected or limited. The Contractor shall respond to all Severity Level B problems within one (1) business day. Notification shall be delivered either by telephone or via email to the appropriate VA local point of contact and COR as identified by task order. Service shall be restored or minimized 72 hours of the notification of minor impact and not return to minor or major impact for seven (7) days or it will be considered a continuation of the original service impact.

5.3.8 EXCEPTIONS

During scheduled maintenance of data services, the Contractor shall notify VA within three (3) days of the maintenance window and describe in detail how long and to what level of degraded service is to be expected. The Contractor shall obtain approval in advance from the Durham facility telecom manager. The data service shall not be considered to be unavailable for the following outages that result from any maintenance performed by the Contractor as defined by the following three exceptions:

- 1) VA is notified at least three (3) days in advance of outage or service degradation
- 2) During the installation period; and
- 3) Any problem beyond the demarcation point not caused by the Contractor.

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.

Where applicable, the Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) requirements and compliance standards established by Federal Acquisition Regulation (FAR) and NIST for IPv6 for Federal Government Agencies. IPv6 technology must be included in all infrastructure and application design and development efforts.

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

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

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
	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 Tasks identified below and the resulting Position Sensitivity and Background Investigation delineate the Background Investigation requirements by Contractor individual, 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 individual, based upon the tasks the Contractor individual will be working, based upon their submitted proposal.

6.2.1 LOW RISK DESIGNATION TASKS

- a) Position Sensitivity and Background Investigation - The position sensitivity and the level of background investigation commensurate with the required level of access for task(s) Implementation and Reporting within the Performance Work Statement is:

☒ Low/NACI

6.2.2 MODERATE RISK DESIGNATION TASKS

N/A

6.2.3 HIGH RISK DESIGNATION TASKS

N/A

6.2.4 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- 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.
- The Contractor shall bear the expense of obtaining background investigations.
- 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, MS Excel 2000/2003/2007, MS PowerPoint 2000/2003/2007, MS Project 2000/2003/2007, MS Access 2000/2003/2007, MS Visio 2000/2002/2003/2007, 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.

Contractor shall provide for a variety of services that would reflect the best value to the government. The number of services as stated in this requirement is for proposal purposes only; the actual number of services for the contract may vary plus or minus, depending on changing requirements. Any resulting contract shall include the option to increase or decrease the number of services over the life of the contract by 75% of the amount as stated in this requirement.

Additional services may be added or deleted to the this Veterans Affairs contract by designated COR as requirements dictate.

Vendor shall identify and tag new and existing lines and circuits at each demarcation point. Vendor shall provide an inventory list of all lines and circuits to include the cable pair assignments at each demarcation point.

Vendor will submit the name and address of staff associated with this agreement. The shall also provide the names for Regional, local and 24 hour support for service or network failures. An escalation process will also be included with each proposal. The escalation process shall be the specific steps taken to resolve any customer service issues. Vendor will provide toll free number for customer service support.

The contract will be inclusive of all services currently held by the VA with a maximum of 75% growth over term of this agreement.

Billing issues will be resolved between regional contact and local vendor contact within 30 days or the next billing cycle. The vendor will provide single point of contact for issues and offer 24 hour replacement of equipment that fails within warranty period.

The vendor shall be responsible for all contacts and coordination with the local telephone company regarding maintenance and installation of all LEC and CLEC maintained circuits and equipment. The vendor is responsible for telephone company repair service visit costs. The vendor is encouraged to identify and recommend technological advances, changes, or other improvements to the provided services that will improve system efficiency, or otherwise lower costs to the customer.

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. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

6.5 FACILITY/RESOURCE PROVISIONS

The Government will provide 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 as required for execution of the task via a site-to-site VPN or other technology, including 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.

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

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 the 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 identified on the current external VA training site, the Employee Education System (EES), and will be tracked therein. The EES may be accessed at <https://www.ees-learning.net/librix/loginhtml.asp?v=librix>. If the decision is made by the local Program Office to provide the Contractor a VA Talent Management System (TMS) account, the Contractor shall use the VA TMS to complete their mandatory training, accessed at <http://www.insidetms.va.gov/>

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). The 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:

- ☒ § 1194.21 Software applications and operating systems
- ☒ § 1194.22 Web-based intranet and internet information and applications
- ☒ § 1194.23 Telecommunications products
- ☒ § 1194.24 Video and multimedia products
- ☒ § 1194.25 Self contained, closed products
- ☒ § 1194.26 Desktop and portable computers
- ☒ § 1194.31 Functional Performance Criteria
- ☒ § 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. The 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. The 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.

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's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

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

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's 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's prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

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

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.

a. 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.

b. 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.

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

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

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 *VHA Privacy Policy 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

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>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.204-5	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS	MAY 1999
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
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
52.225-25	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
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

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]

___ (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)).
- _X_ (52) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (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 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this Order by written notice to the Contractor at any time during the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 10 days before the Order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this Order, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(End of Clause)

C.5 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.6 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.7 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.8 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.9 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.10 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), 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.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

As prescribed in 832.7002-2, insert the following clause:

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

(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.12 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 each State required for performance through the period of performance. 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)

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 0001 – Pricing Attachment

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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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 o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, 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 o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, 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. § 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. § 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. § 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 or has not, within a three-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 DEV 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 (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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
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_____	_____
_____	_____
_____	_____

[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
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_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

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

☐ (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 Firm Fixed Price 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 52.233-2 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
23 Christopher Way
Eatontown NJ 07724
Mailing Address:

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

(End of Provision)

E.9 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.10 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.11 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.12 QUOTE SUBMISSION INSTRUCTIONS

- a. Quotes shall be submitted via email to Justin.Helfman@va.gov and Debra.Clayton2@va.gov by the date and time required for receipt of quotations in Block 8 on the SF1449. Please note that file size is limited to less than 5 mb. If your file exceeds the size limit, please send multiple emails.
- b. Offerors shall complete "Attachment 0001 - Pricing Spreadsheet" and submit with their quote. Offerors are cautioned that alterations to the line items as specified in "Attachment 0001 - Pricing Spreadsheet" will not be accepted, and will render quotes unacceptable.
- c. Offerors shall demonstrate their ability to fulfill the maintenance requirements, to include how their commercial service agreement meets the requirements of Section B of the solicitation.
- d. Your response must be received by the closing date and time indicated in the solicitation for the quote to be considered timely and considered for award of an order.
- e. Offerors are hereby advised that any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.

E.13 BASIS FOR AWARD

Award will be made to the lowest priced offer whose quote conforms to the requirements set forth in the solicitation. The total evaluated price shall be the sum of all proposed line items set forth in Section B.3 of the solicitation (including options). All Offerors must submit a quote on an "All or None" basis.

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 quote of the lowest priced Offeror only. If the lowest priced Offeror's quote is determined to conform to the requirements, the Government may make award to that Offeror without further evaluation of the remaining Offerors' quotes. If it is determined that the lowest priced Offeror's quote does not conform to the requirement, then the Government may evaluate the next lowest priced quote, and so forth and so on, until the Government reaches the lowest priced offer that is determined to conform to the requirement. However, the Government reserves the right to evaluate all Offerors' quotes should it determine it to be in the Government's best interest.