

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 93	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-16-Q-1694	
6. SOLICITATION ISSUE DATE 09/19/2016		7. FOR SOLICITATION INFORMATION CALL: a. NAME Michael Weckesser		b. TELEPHONE NO. (No Collect Calls) 732-795-1097		8. OFFER DUE DATE/LOCAL TIME 09/23/2016 10:00 AM ET	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 260 Industrial Way West  Eatontown NJ 07724				10. THIS ACQUISITION IS <input 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: 339112 <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: 500 Emp			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" 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	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO See Delivery Schedule			
16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 260 Industrial Way West  Eatontown NJ 07724				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971  PHONE: _____ FAX: _____				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Matthew J. Truex Contracting Officer				30c. DATE SIGNED			
31c. DATE SIGNED				30d. DATE SIGNED			

**Governing Law.**

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. 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 Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), 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 Contract/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 Contract/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 Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), 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 Contract/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 Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity. Contractor shall deliver any and all data first produced under this contract with unlimited rights as defined by FAR 52.227-14.

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 36C10B  
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 instructions in Section B.2, Price Schedule

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

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

AMENDMENT NO

DATE

_____	_____
_____	_____
_____	_____

**B2. PRICE SCHEDULE**

<b>Base Period</b>					
<b>Line Item</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
0001	<p>Project Management in accordance with (IAW) Performance Work Statement (PWS) Paragraph 5.1 and the underlying subparagraphs.</p> <p>This line item includes all labor hours required to complete work required under this PWS Paragraph and its subparagraphs.</p> <p>This is a Firm Fixed Price CLIN. Contractor may invoice monthly in arrears.</p>	6	MO	\$	\$
0001AA	<p>Project Kick-Off Meeting Agenda IAW PWS Paragraph 5.1.1.</p> <p>Due three days before Project Kick-off meeting.</p> <p>Electronic submission to: VA Program Manager (PM), Contracting Officers Representative (COR), Contract Specialist (CS).</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LT	Not Separately Priced (NSP)	NSP
0001AB	<p>Project Kick-Off Meeting Minutes IAW PWS Paragraph 5.1.1.</p> <p>Due two business days after Project Kick-Off Meeting occurs.</p> <p>Electronic submission to: VA PM, COR, CS.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LT	NSP	NSP
0001AC	<p>Contractor Project Management Plan IAW PWS Paragraph 5.1.2.</p> <p>Due Thirty (30) days after contract (DAC)</p>	6	EA	Not Separately Priced (NSP)	NSP

	<p>and updated monthly thereafter.</p> <p>Electronic submission to: VA PM, COR, CS.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
0001AD	<p>Monthly Progress Report IAW PWS Paragraph 5.1.3.</p> <p>Due the fifth day of each month throughout the period of performance (PoP).</p> <p>Electronic submission to: VA PM, COR, CS</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	6	EA	NSP	NSP
0002	<p>Site Kickoff Meeting IAW PWS Paragraph 5.2 and the underlying subparagraphs.</p>	4	EA	NSP	NSP
0002AA	<p>Site Kick-Off Meeting Briefing IAW PWS Paragraph 5.2.</p> <p>Due three days prior to Kick-Off Meeting.</p> <p>Electronic submission to: VA PM, COR, CO, list others as necessary</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LT	NSP	NSP
0003	<p>Environmental Control Units (ECUs) IAW PWS Paragraph 5.3 and the underlying subparagraphs.</p>	1	LT	NSP	NSP
0003AA	<p>Minnesota VA Medical Center (VAMC) ECUs IAW PWS Paragraph 5.3.</p> <p>Location: Minneapolis, MN</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$

0003AB	<p>Minnesota VAMC ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: Minneapolis, MN</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	3	EA	\$	\$
0003AC	<p>VA Puget Sound Healthcare System ECUs IAW PWS Paragraph 5.3.</p> <p>Location: Seattle, WA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$
0003AD	<p>VA Puget Sound Healthcare System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: Seattle, WA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	3	EA	\$	\$
0003AE	<p>Clement J. Zablocki VAMC ECUs IAW PWS Paragraph 5.3.</p> <p>Location: Milwaukee WI</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	38	EA	\$	\$
0003AF	<p>Clement J. Zablocki VAMC ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: Milwaukee WI</p>	4	EA	\$	\$

	<p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
0003AG	<p>Hampton VAMC ECUs IAW PWS Paragraph 5.3.</p> <p>Location: Hampton, VA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	45	EA	\$	\$
0003AH	<p>Hampton VAMC ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: Hampton, VA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	5	EA	\$	\$
0004	<p>Installation of ECUs, Head Trackers, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.4.</p>	1	LOT	NSP	NSP
0004AA	<p>Minnesota VA Medical Center (VAMC) ECUs Installation IAW PWS Paragraph 5.4.</p> <p>Location: Minneapolis, MN</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$
0004AB	<p>Minnesota VAMC ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: Minneapolis, MN</p>	3	EA	\$	\$



	<p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
0004AC	<p>VA Puget Sound Healthcare System ECU Installation IAW PWS Paragraph 5.4.</p> <p>Location: Seattle, WA</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$
0004AD	<p>VA Puget Sound Healthcare System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: Seattle, WA</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	3	EA	\$	\$
0004AE	<p>Clement J. Zablocki VAMC ECU Installation IAW PWS Paragraph 5.4.</p> <p>Location: Milwaukee WI</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	38	EA	\$	\$
0004AF	<p>Clement J. Zablocki VAMC ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: Milwaukee WI</p>	4	EA	\$	\$

	<p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
0004AG	<p>Hampton VAMC ECU Installation IAW PWS Paragraph 5.4.</p> <p>Location: Hampton, VA</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	45	EA	\$	\$
0004AH	<p>Hampton VAMCECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: Hampton, VA</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	5	EA	\$	\$
0005	<p>Configuration of ECUs, Head Trackers, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.5.</p>	1	LOT	NSP	NSP
0005AA	<p>Minnesota VA Medical Center (VAMC) ECUs Configuration IAW PWS Paragraph 5.5.</p> <p>Location: Minneapolis, MN</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	33	EA	\$	\$
0005AB	<p>VA Puget Sound Healthcare System ECU Configuration IAW PWS Paragraph 5.5.</p>	33	EA	\$	\$

	<p>Location: Seattle, WA</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
0005AC	<p>Clement J. Zablocki VAMC ECU Configuration IAW PWS Paragraph 5.5.</p> <p>Location: Milwaukee WI</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	42	EA	\$	\$
0005AD	<p>Hampton VAMC ECU Configuration IAW PWS Paragraph 5.5.</p> <p>Location: Hampton, VA</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	50	EA	\$	\$
0005AE	<p>ECU Configuration Reports IAW PWS Paragraph 5.5.</p> <p>Electronic submission to: VA PM, COR, CS.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	EA	NSP	NSP
0006	<p>Acceptance and Testing for ECUs, Head Trackers, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.6.</p>	1	LOT	NSP	NSP
0006AA	<p>Minnesota VA Medical Center (VAMC) ECUs Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: Minneapolis, MN</p>	33	EA	\$	\$

	<p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
0006AB	<p>VA Puget Sound Healthcare System ECU Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: Seattle, WA</p> <p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	33	EA	\$	\$
0006AC	<p>Clement J. Zablocki VAMC ECU Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: Milwaukee WI</p> <p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	42	EA	\$	\$
0006AD	<p>Hampton VAMC ECU Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: Hampton, VA</p> <p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	50	EA	\$	\$
0006AE	<p>Customer Acceptance Reports IAW PWS Paragraph 5.6.</p> <p>Electronic submission to: VA PM, COR, CS.</p> <p>Inspection: Destination</p>	4	EA	NSP	NSP

	Acceptance: Destination				
0007	<p>Clinician Training IAW PWS Paragraph 5.7.</p> <p>This line item includes all labor hours required to complete work required under this PWS Paragraph and its subparagraphs.</p> <p>This is a Firm Fixed Price CLIN. Contractor may upon completion of training at each site.</p>	4	LOT	\$	\$
0007AA	<p>Clinician Training Materials IAW PWS Paragraph 5.7.</p> <p>Due three days prior to training.</p> <p>Contractor collaborate delivery location with the COR.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	LOT	NSP	NSP
0008	<p>Technician Training IAW PWS Paragraph 5.8.</p> <p>This line item includes all labor hours required to complete work required under this PWS Paragraph and its subparagraphs.</p> <p>This is a Firm Fixed Price CLIN. Contractor may upon completion of training at each site.</p>	4	LOT	\$	\$
0008AA	<p>Technician Training Materials IAW PWS Paragraph 5.8.</p> <p>Due three days prior to training.</p> <p>Contractor collaborate delivery location with the COR.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	LOT	NSP	NSP

0009	<p>Final Section 508 Compliance Test Results IAW PWS Addendum A, A3.4</p> <p>Due upon delivery of each deliverable</p> <p>Electronic submission to: VA PM, COR, CS</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LOT	NSP	NSP
0010	<p>Contractor Staff Roster IAW PWS Paragraph 6.3.2.</p> <p>Due 3 days after contract award and updated throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CS</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LOT	NSP	NSP
Total Base Period					\$

## Option Period One

**This 6 month option, which includes CLINs 1001-1008, and the associated SLINs may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2004). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, performance of this option shall commence immediately after expiration of the Base Period.**

Line Item	Description	QTY	Unit	Unit Price	Total Price
1001	<p>Project Management IAW PWS Paragraph 5.1 and the underlying subparagraphs.</p> <p>This line item includes all labor hours required to complete work required under this PWS Paragraph and its subparagraphs.</p> <p>This is a Firm Fixed Price CLIN. Contractor may invoice monthly in</p>	6	MO	\$	\$

	arrears.				
1001AA	<p>Contractor Project Management Plan IAW PWS Paragraph 5.1.2.</p> <p>Due 30 DAC and updated monthly thereafter.</p> <p>Electronic submission to: VA PM, COR, CS.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	6	EA	NSP	NSP
1001AB	<p>Monthly Progress Report IAW PWS Paragraph 5.1.3.</p> <p>Due the fifth day of each month throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CS</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	6	EA	NSP	NSP
1002	Site Kickoff Meeting IAW PWS Paragraph 5.2 and the underlying subparagraphs.	4	EA	NSP	NSP
1002AA	<p>Site Kick-Off Meeting Briefing IAW PWS Paragraph 5.2.</p> <p>Due three days prior to Kick-Off Meeting.</p> <p>Electronic submission to: VA PM, COR, CO, list others as necessary</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LT	NSP	NSP
1003	ECUs IAW PWS Paragraph 5.3 and the underlying subparagraphs.	1	LT	NSP	NSP

1003AA	<p>VA Palo Alto Healthcare System ECUs IAW PWS Paragraph 5.3.</p> <p>Location: Palo Alto, CA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	43	EA	\$	\$
1003AB	<p>VA Palo Alto Healthcare System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: Palo Alto, CA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	5	EA	\$	\$
1003AC	<p>VA New Mexico Health Care System ECUs IAW PWS Paragraph 5.3.</p> <p>Location: Albuquerque, NM</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$
1003AD	<p>VA New Mexico Health Care System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: Albuquerque, NM</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	3	EA	\$	\$
1003AE	<p>Saint Louis Health Care System ECUs IAW PWS Paragraph 5.3.</p> <p>Location: St. Louis, MO</p>	38	EA	\$	\$



	<p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
1003AF	<p>Saint Louis Health Care System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: St. Louis, MO</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	EA	\$	\$
1003AG	<p>VA San Diego Health Care System ECUs IAW PWS Paragraph 5.3.</p> <p>Location: San Diego, CA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$
1003AH	<p>VA San Diego Health Care System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.3.</p> <p>Location: San Diego, CA</p> <p>Due at time of installation.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	3	EA	\$	\$
1004	<p>Installation of ECUs, Head Trackers, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.4.</p>	1	LOT	NSP	NSP
1004AA	<p>VA Palo Alto Healthcare System ECUs Installation IAW PWS Paragraph 5.4.</p> <p>Location: Palo Alto, CA</p> <p>To be installed prior to configuration and the end of the PoP.</p>	43	EA	\$	\$

	<p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
1004AB	<p>VA Palo Alto Healthcare System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: Palo Alto, CA</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	5	EA	\$	\$
1004AC	<p>VA New Mexico Health Care System ECU Installation IAW PWS Paragraph 5.4.</p> <p>Location: Albuquerque, NM</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$
1004AD	<p>VA New Mexico Health Care System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: Albuquerque, NM</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	3	EA	\$	\$
1004AE	<p>Saint Louis Health Care System ECU Installation IAW PWS Paragraph 5.4.</p> <p>Location: St. Louis, MO</p> <p>To be installed prior to configuration and</p>	38	EA	\$	\$

	<p>the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>				
1004AF	<p>Saint Louis Health Care System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: St. Louis, MO</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	EA	\$	\$
1004AG	<p>VA San Diego Health Care System ECU Installation IAW PWS Paragraph 5.4.</p> <p>Location: San Diego, CA</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	30	EA	\$	\$
1004AH	<p>VA San Diego Health Care System ECU Head Tracker, Eye Gaze, and Transferrable Mounting Systems Installation IAW PWS Paragraph 5.4.</p> <p>Location: San Diego, CA</p> <p>To be installed prior to configuration and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	3	EA	\$	\$
1005	<p>Configuration of ECUs, Head Trackers, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.5.</p>	1	LOT	NSP	NSP

1005AA	<p>VA Palo Alto Healthcare System ECUs Configuration IAW PWS Paragraph 5.5.</p> <p>Location: Palo Alto, CA</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	48	EA	\$	\$
1005AB	<p>VA New Mexico Health Care System ECU Configuration IAW PWS Paragraph 5.5.</p> <p>Location: Albuquerque, NM</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	33	EA	\$	\$
1005AC	<p>Saint Louis Health Care System ECU Configuration IAW PWS Paragraph 5.5.</p> <p>Location: St. Louis, MO</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	42	EA	\$	\$
1005AD	<p>VA San Diego Health Care System ECU Configuration IAW PWS Paragraph 5.5.</p> <p>Location: San Diego, CA</p> <p>Configuration to be completed prior to acceptance and the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	33	EA	\$	\$

1005AE	<p>ECU Configuration Reports IAW PWS Paragraph 5.5.</p> <p>Electronic submission to: VA PM, COR, CS.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	EA	NSP	NSP
1006	Acceptance and Testing for ECUs, Head Trackers, Eye Gaze, and Transferrable Mounting Systems IAW PWS Paragraph 5.6.	1	LOT	NSP	NSP
1006AA	<p>VA Palo Alto Healthcare System ECUs Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: Palo Alto, CA</p> <p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	48	EA	\$	\$
1006AB	<p>VA New Mexico Health Care System ECU Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: Albuquerque, NM</p> <p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	33	EA	\$	\$
1006AC	<p>Saint Louis Health Care System ECU Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: St. Louis, MO</p> <p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	42	EA	\$	\$

1006AD	<p>VA San Diego Health Care System ECU Acceptance and Testing IAW PWS Paragraph 5.6.</p> <p>Location: San Diego, CA</p> <p>To be completed prior to the end of the PoP.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	33	EA	\$	\$
1006AE	<p>Customer Acceptance Reports IAW PWS Paragraph 5.6.</p> <p>Electronic submission to: VA PM, COR, CS.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	EA	NSP	NSP
1007	<p>Clinician Training IAW PWS Paragraph 5.7.</p> <p>This line item includes all labor hours required to complete work required under this PWS Paragraph and its subparagraphs.</p> <p>This is a Firm Fixed Price CLIN. Contractor may upon completion of training at each site.</p>	4	LOT	\$	\$
1007AA	<p>Clinician Training Materials IAW PWS Paragraph 5.7.</p> <p>Due three days prior to training.</p> <p>Contractor collaborate delivery location with the COR.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	4	LOT	NSP	NSP
1008	<p>Technician Training IAW PWS Paragraph 5.8.</p> <p>This line item includes all labor hours required to complete work required under this PWS Paragraph and its</p>	4	LOT	\$	\$

	subparagraphs.  This is a Firm Fixed Price CLIN. Contractor may upon completion of training at each site.				
1008AA	Technician Training Materials IAW PWS Paragraph 5.8.  Due three days prior to training.  Contractor collaborate delivery location with the COR.  Inspection: Destination  Acceptance: Destination	4	LOT	NSP	NSP
Total Option Period 1					\$

### Optional Task One

This option may be exercised multiple times, at any time, in accordance with FAR 52.217-7, Option for Increased Quantity—Separately Priced Line Item (MAR 1989). This line item may be exercised multiple times, up to the amount shown in the quantity via formal modification issued by the Contracting Officer. Funding will be added at the Sub Line Item Level.

Line Item	Description	QTY	Unit	Unit Price	Total Price
2000	Additional Televisions IAW PWS Paragraph 5.9.1.  284 Television x \$_____ (Television unit cost) = Total Television Ceiling Cost  Utilization of this ceiling shall be tracked within this CLIN. Billing shall be applied to newly created SLINs on an as needed basis.  The Contractor shall invoice in accordance with the Payment instructions within the terms set forth in Section B.2.	284	EA	\$	\$
2001	Television Acceptance Report IAW PWS Paragraph 5.9.2.  Due upon acceptance.  Contractor shall electronically deliver to the COR.	1	LT	NSP	NSP

	Inspection: Destination				
	Acceptance: Destination				
<b>Total Optional Task One</b>					<b>\$</b>

### Optional Task Two

This option may be exercised multiple times, at any time, in accordance with FAR 52.217-7, Option for Increased Quantity—Separately Priced Line Item (MAR 1989). This line item may be exercised multiple times, up to the amount shown in the quantity via formal modification issued by the Contracting Officer. Funding will be added at the Sub Line Item Level.

Line Item	Description	QTY	Unit	Unit Price	Total Price
3000	<p>Rolling Carts IAW PWS Paragraph 5.9.2.</p> <p>80 Rolling Carts x \$_____ (Rolling Cart cost) = Total Rolling Cart Ceiling Cost</p> <p>Utilization of this ceiling shall be tracked within this CLIN. Billing shall be applied to newly created SLINs on an as needed basis.</p> <p>The Contractor shall invoice in accordance with the Payment instructions within the terms set forth in Section B.2.</p>	80	EA	\$	\$
3001	<p>Rolling Carts Acceptance Report IAW PWS Paragraph 5.9.2.</p> <p>Due upon acceptance.</p> <p>Contractor shall electronically deliver to the COR.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LT	NSP	NSP
<b>Total Optional Task Two</b>					<b>\$</b>

### Optional Task Three

This option may be exercised multiple times, at any time, in accordance with FAR 52.217-7, Option for Increased Quantity—Separately Priced Line Item (MAR 1989). This line item may be exercised multiple times, up to the amount shown in the quantity via formal modification issued by the Contracting Officer. The Ceiling and Funding will be added at the Sub Line Item Level.

Line Item	Description	QTY	Unit	Unit Price	Total Price
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4000	<p>Bed Component Kits IAW PWS Paragraph 5.9.3.</p> <p>80 Bed Component Kits x \$_____ (Bed Component Kits cost) = Total Bed Component Kits Ceiling Cost</p> <p>Utilization of this ceiling shall be tracked within this CLIN. Billing shall be applied to newly created SLINs on an as needed basis.</p> <p>The Contractor shall invoice in accordance with the Payment instructions within the terms set forth in Section B.2.</p>	80	EA	\$	\$
4001	<p>Bed Component Acceptance Report IAW PWS Paragraph 5.9.3.</p> <p>Due upon acceptance.</p> <p>Contractor shall electronically deliver to the COR.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LT	NSP	NSP
<b>Total Optional Task Three</b>					\$

#### Optional Task Four

This option may be exercised multiple times, at any time, in accordance with FAR 52.217-7, Option for Increased Quantity—Separately Priced Line Item (MAR 1989). This line item may be exercised multiple times, up to the amount shown in the quantity via formal modification issued by the Contracting Officer. The Ceiling and Funding will be added at the Sub Line Item Level.

Line Item	Description	QTY	Unit	Unit Price	Total Price
5000	<p>Additional Training Session IAW PWS Paragraph 5.9.3.</p> <p>16 Training Sessions x \$_____ (Training Sessions cost) = Total Training Sessions Ceiling Cost</p> <p>Utilization of this ceiling shall be tracked within this CLIN. Billing shall be applied to newly created SLINs on an as needed basis.</p> <p>The Contractor shall invoice in accordance</p>	16	EA	\$	\$

	with the Payment instructions within the terms set forth in Section B.2.				
5001	<p>Clinician Training Materials IAW PWS Paragraph 5.9.3.</p> <p>Due three days prior to training.</p> <p>Contractor collaborate delivery location with the COR.</p> <p>Inspection: Destination</p> <p>Acceptance: Destination</p>	1	LT	NSP	NSP
<b>Total Optional Task Four</b>					<b>\$</b>

<b>Total Contract Value, including all Options and Optional Tasks</b>	<b>\$</b>
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### **B.3 PERFORMANCE WORK STATEMENT**



**PERFORMANCE WORK STATEMENT (PWS)  
DEPARTMENT OF VETERANS AFFAIRS  
Veterans Health Administration (VHA)  
VA Center for Innovations (VACI)**

**Advanced Environmental Controls for Veterans  
with Severe Disabilities**

**Date: August 26, 2016  
TAC-16-37223  
PWS Version Number: 1.4**

## 1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), VA Center for Innovations (VACI), and the Veterans Health Administration (VHA) Innovation Program is to field, fund, and foster ideas that benefit Veteran's health. The program allows mission critical healthcare innovations to emerge from the field and industry. These ideas, along with those from leadership, are matured through a collaborative constructive review by communities of interest, and are piloted in a safe harbor for innovation. Innovations that are proven and vetted from business and technical perspectives will have a pathway for organizational acceptance and diffusion.

This requirement is for the purchase and installation of Environmental Control Units (ECUs) for spinal cord injury patients, as well as to provide and install individual patient televisions with customized dual mounting.

Spinal cord injury patients with limited functionality do not have the capability to control their surroundings. The ECUs will provide an increased quality of patient care as well as patient safety.

## 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 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
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. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www.va.gov/vapubs/>
9. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www.va.gov/vapubs>
10. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
11. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
12. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000
13. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
14. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008

15. 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
16. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
17. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, 2012
18. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," March 10, 2015
19. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
20. VA Handbook 6500.2, "Management of Breaches Involving Sensitive Personal Information (SPI)", October, 28, 2015
21. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
22. VA Handbook 6500.5, "Incorporating Security and Privacy in System Development Lifecycle", March 22, 2010
23. VA Handbook 6500.6, "Contract Security," March 12, 2010
24. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
25. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
26. OI&T ProPath Process Methodology (reference process maps at <http://www.va.gov/PROPATH/Maps.asp> and templates at <http://www.va.gov/PROPATH/Templates.asp>)
27. One-VA Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
28. National Institute Standards and Technology (NIST) Special Publications (SP)
29. VA Directive 6508, Implementation of Privacy Threshold Analysis and Privacy Impact Assessment, October 15, 2014
30. VA Directive 6300, Records and Information Management, February 26, 2009
31. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
32. OMB Memorandum, "Transition to IPv6", September 28, 2010
33. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, February 17, 2011
34. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 20, 2014
35. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
36. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
37. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
38. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008

39. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
40. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
41. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
42. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
43. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
44. NIST Special Publication 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
45. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
46. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
47. VA Memorandum, VAIQ # 7011145, VA Identity Management Policy, June 28, 2010 (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
48. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
49. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013, [https://www.fedramp.gov/files/2015/04/TIC\\_Ref\\_Arch\\_v2-0\\_2013.pdf](https://www.fedramp.gov/files/2015/04/TIC_Ref_Arch_v2-0_2013.pdf)
50. OMB Memorandum M-08-05, "Implementation of Trusted Internet Connections (TIC)", November 20, 2007
51. OMB Memorandum M-08-23, Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008
52. VA Memorandum, VAIQ #7497987, Compliance – Electronic Product Environmental Assessment Tool (EPEAT) – IT Electronic Equipment, August 11, 2014 (reference Document Libraries, EPEAT/Green Purchasing Section, <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=552>)
53. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
54. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
55. Executive Order 13693, "Planning for Federal Sustainability in the Next Decade", dated March 19, 2015
56. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001
57. VA Directive 0058, "VA Green Purchasing Program", July 19, 2013
58. VA Handbook 0058, "VA Green Purchasing Program", July 19, 2013
59. Office of Information Security (OIS) VAIQ #7424808 Memorandum, "Remote Access", January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
60. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103

61. VA Directive 6071, Project Management Accountability System (PMAS), February 20, 2013
62. VA Memorandum, "Implementation of Federal Personal Identity Verification (PIV) Credentials for Federal and Contractor Access to VA IT Systems", (VAIQ# 7614373) July 9, 2015,  
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
63. VA Memorandum "Mandatory Use of PIV Multifactor Authentication to VA Information System" (VAIQ# 7613595), June 30, 2015,  
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
64. VA Memorandum "Mandatory Use of PIV Multifactor Authentication for Users with Elevated Privileges" (VAIQ# 7613597), June 30, 2015;  
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
65. "Veteran Focused Integration Process Guide 1.0", December, 2015,  
<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>
66. "VIP Release Process Guide", Version 1.4, May 2016,  
<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4411>
67. "POLARIS User Guide", Version 1.2, February 2016,  
<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4412>

### **3.0 SCOPE OF WORK**

The Contractor shall provide all necessary services and materials to configure, install and test Environmental Control Units for spinal cord injury patient beds as specified by facility.

### **3.1 CONTRACT TYPE**

The effort shall be proposed on a Firm Fixed Price (FFP) basis.

### **4.0 PERFORMANCE DETAILS**

#### **4.1 PERFORMANCE PERIOD**

The period of performance (PoP) shall be 6-months from date of award with 4 optional tasks and one 6-month option period.

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

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

Tasks under this PWS shall be performed in the below listed VA facilities:

Base Period	Option Period One
Minneapolis Veteran Affairs Medical Center (VAMC), Minneapolis, MN	VA Palo Alto Healthcare System, Palo Alto, CA
VA Puget Sound Healthcare System, Seattle, WA	VA New Mexico Health Care System, Albuquerque, NM
Clement J. Zablocki VAMC, Milwaukee, WI	Saint Louis Health Care System, St. Louis, MO
Hampton VAMC, Hampton, VA	VA San Diego Health Care System, San Diego, CA

## 4.3 TRAVEL

The Government anticipates travel under this effort to perform the tasks associated with the effort, as well as to attend program-related meetings or conferences throughout the PoP. Include all estimated travel costs in your firm-fixed price line items. The travel estimates listed below in "Table 1: Travel Estimates" account for all base and option period tasks covered in this PWS. Any additional travel required for the Optional Task 5.9.4 shall be priced separately. These costs will not be directly reimbursed by the Government.

**Table 1: Travel Estimates**

BASE PERIOD		
LOCATION	TRIPS	DURATION DAYS
Minneapolis VAMC, Minneapolis, MN	6	5
VA Puget Sound Healthcare System, Seattle, WA	6	5
Clement J. Zablocki VAMC, Milwaukee, WI	8	5
Hampton VAMC, Hampton, VA	9	5

  

OPTION PERIOD		
LOCATION	TRIPS	DURATION DAYS
VA Palo Alto Healthcare System, Palo Alto, CA	9	5
VA New Mexico Health Care System, Albuquerque, NM	6	5
Saint Louis Health Care System, St. Louis, MO	8	5
VA San Diego Health Care System, San Diego, CA	6	5



## **5.0 SPECIFIC TASKS AND DELIVERABLES**

The Contractor shall perform the following:

### **5.1 PROJECT MANAGEMENT**

#### **5.1.1 PROJECT KICK-OFF MEETING**

The Contractor shall hold a Project Kick-Off Meeting with an Integrated Project Team (IPT) consisting of all key stakeholders including the Contracting Officer's Representative (COR) and CO within 10 calendar days of contract award. At the Project Kick-Off Meeting, the Contractor shall present the details of its intended approach, work plan, Contractor Project Management Plan (CPMP) detailed in section 5.1.2, and project schedule, including deliverable dates, for review and approval by the VA Program Manager (PM) and COR. The Contractor shall provide a Project Kick-Off Meeting Agenda, Project Kick-Off Meeting Briefing and Project Kick-Off Meeting Minutes.

**Deliverable:**

- A. Project Kick-Off Meeting Agenda
- B. Project Kick-Off Meeting Minutes

#### **5.1.2 CONTRACTOR PROJECT MANAGEMENT PLAN**

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be concurred upon and updated in accordance with Section B of the contract. The Contractor shall update and maintain the VA PM approved CPMP throughout the PoP.

**Deliverable:**

- A. Contractor Project Management Plan

#### **5.1.3 REPORTING REQUIREMENTS**

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding Month.

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The report shall also include an itemized list of all Electronic and Information Technology (EIT) deliverables and their current Section 508 conformance status. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

**Deliverable:**

- A. Monthly Progress Report

## **5.2 SITE KICKOFF MEETING**

The Contractor shall participate in a Site Kick-off Meeting (SKM) at each of the 8 VA facilities detailed in section 4.2 to be held 30 after contract award for sites in the base period and 30 days after commencement of option period for sites in the option period. The purpose of the SKM for each individual site is to ensure that there is an understanding between VA and the Contractor of the work to be executed at the site, the project approach, major actions, the schedule for key milestones and deliverables, and what is needed from VA and the Contractor to ensure project success. For each individual site, the Contractor shall provide an SKM Briefing which shall review task coordination details, schedules and topics, deliverable review and issue resolution processes and preferred site communication mechanisms specific to that site. The Contractor shall provide a Site Kick-Off Meeting Agenda and Site Kick-Off Meeting Minutes for each of the Site Kick-Offs. The Contractor shall also provide a Site Kick-Off Briefing for each of the Site Kick-Offs.

**Deliverables:**

- A. Site Kick-Off Meeting Briefing

## **5.3 ECU**

The Contractor shall provide AutonoME Environmental Control Units (ECUs) that have the following capabilities:

1. ECU Core Unit:
  - a. At least 4 GB RAM
  - b. At least 80 GB Solid State Drive
  - c. Windows 7 or latest version operating system
  - d. Touch screen
  - e. Can be programmed to perform no fewer than 150 functions
  - f. Full on-board programming, no tools or hardware required
  - g. Built-in infrared capture
  - h. Macros (scenes) fully editable with up to 20 functions per macro
  - i. User-adjustable volume, brightness, and scan rate
  - j. Custom template design functions

- k. Minimum of 12.1" LED touchscreen
- l. Minimum of 6-7 hour battery life
- m. Seamless File Backup & Management
- n. One Button Press Design for Remote Support Team Tools
- o. Remote Assistance
- p. Wi-Fi / Dual Mode Bluetooth 4.0 capabilities
- q. 4 USB Ports (minimum 2.0)
- r. 1 Headphone/1 Microphone jack 1/8"
- s. Integrated Universal Infrared Remote (IR) Capabilities with learning window and multiple IR emitters
- t. Integrated Z-Wave capability for environmental control utilization
- u. Dual switch ports for ancillary access equipment
- v. Assistive Technology software designed for application integration and multiple access methodologies
- w. Ability to mount the device to a bed as well as a wheelchair if necessary
- x. Minimum of 120 square foot coverage range
- 2. Voice Recognition and Control
  - a. Input
    - 1) Speech
    - 2) Dual switch or single switch with scanning
    - 3) At least 96 unique and different words available with multiple command use
    - 4) Internal microphone
    - 5) External keys for caregiver use
  - b. Output
    - 1) Internal Loudspeaker
    - 2) Auditory – provide voice feedback on menu commands that will acknowledge confirmation of a patient's voice command.
    - 3) Additional ECU Accessories
- 3. Head Controlled Mouse
  - a. Operating Wave Band: Near Infrared
  - b. Capable of Wireless Operation
  - c. Power Consumption: 1 Watt, minimum
  - d. Field of view: At least 45-degrees by 60-degrees
  - e. Standard Target: At least 0.25 inch (6.5mm) Diameter
  - f. Measurement Rate: 45 Hz
  - g. Measurement Latency: 10 msec.
- 4. Joints for articulating arms shall allow for a minimum of 180 degree of rotation on any axis.
- 5. Base for mounting arms shall have the ability to transfer locations
- 6. ECU shall be capable of being controlled by eye gaze with the following characteristics:
  - a. Tracking – Hybrid infrared video eye & binocular & monocular tracking
  - b. Working volume – minimum of 300x200x200mm<sup>3</sup> (WxHxD)
  - c. Accuracy, static - 0.5 degree
  - d. Accuracy, over full working volume – 1 degree
- 7. ECU shall be capable of being controlled by sip n' puff tubing and straws that are commercially available
- 8. ECU shall have single and dual switch scanning

9. ECU shall provide access and interfaces to utilize computer games, E-books, ability to write documents, internet access and social video networking applications
  - a. Wall bracket that is compatible with the dual mounting for televisions
10. ECU shall interface with nurse call systems.
11. All cabling required to interface with the hospital equipment shall be included, including:
  - a. Nurse Call cables with ¼" male jacks to ¼" jacks
  - b. Switch Cables from ECU device to bed unit
  - c. Additional bed cables will be determined by bed type. Bed type will be verified in field.
12. Compatible with the following bed types at selected facilities:
  - a. Stryker: GoBed+, Gobed 2, Secure 2, Patriot, Hill Rom Care Assist Bed Model, Hill-Rom Advanta 350, Hill-Rom Flexicare II, Hill-Rom Careassist, Hill-Rom Versacare, Hill Rom Clinitron bed, Sizewise Navigator and Hill-Rom Progressa
13. Mounting for the sip-n-puff straws, microphones, speakers, and other accessories must be included for the beds.
14. Augmentative communication capabilities to include word prediction software must also be included.
15. Ability to delete user settings and saved documents in between patients must be included.
16. Break away cable with a single connection for control by patient care providers (bed)
17. Cable management to include cable coverings and protection (bed)
18. Software interface for ECU capable of being minimized for full PC features by administrative staff
19. Dual mount with minimum capabilities that shall resemble the PDi Communication Systems, Inc., Model PD168-046 Dual Monitor Mount or equivalent device with salient characteristics as follows:
  - a. The mounting for the televisions shall be designed to be dual mounting and support both the weight of the television as well as the weight of the environmental control unit.
  - b. The mounting bracket shall be able to rotate approximately 300 degrees and have +/- 15 degrees of tilt towards and away from the patient in order to accommodate special needs of patients.
  - c. The arm for the mounting shall have a channel for nurse call.
  - d. An external channel shall be supplied on the outside of the arm for the cabling for the environmental control unit.
  - e. Installation at every patient bed in the spinal cord unit shall minimize disruption to patient care.

The Contractor shall warrant that the products they install shall be free from defects in materials and workmanship for a period of no less than two years from the date of acceptance. If any such product proves defective during the warranty period the Contractor shall repair the defective product at no charge to the Government for parts and labor, or provide a replacement in exchange for the defective product.

At several VA Medical Centers, the ECU system may be installed in concert with other manufacturer's hardware and solutions ("other VA vendors"). In the event of a mechanical or technical issue for these instances, the Contractor shall conduct a root cause analysis to determine what the issue is and notify the Government which solution caused the issue. The party responsible for causing the issue shall remediate and provide maintenance as described herein.

Because other VA vendors' products and services within this contract's place of performance may result in reduced functionality or impaired performance of Contractor's solution, the Government will notify Contractor reasonably in advance of any updates, patches, or changes to the other VA vendors' technology or related services that may impact the delivery of supplies and services, delivery schedule or supplier's warranty obligations. Contractor can make no representations or warranties of any kind regarding the products or services of other VA vendors (not subcontracted through Contractor), including, without limitation, the compatibility of such products or services with Contractor's solution. Contractor will be available to further assist in resolving any such issues, however, since such assistance may be considered out of scope, Contractor will seek prior approval from the Contracting Officer in accordance with the terms and conditions of the contract.

If the parties agree that any proposed resolution materially or significantly changes Contract's scope of work or pricing, the Contractor shall not perform such work. These changes will be handled through mutual agreement of the parties in accordance with the commercial changes clause found at FAR 52.212-4(c). Contractor will notify the Government in writing if a proposed solution impacting its delivery of supplies/services and/or technology cannot be further developed, designed, or adapted to be compatible with other VA vendors' work, or if a proposed solution limits or voids supplier's warranty.

The Contractor shall provide ECU's with the above requirements to the below VA facilities:

#### Base Period

1. 30 ECUs at Minnesota VAMC, Minneapolis, MN
2. 3 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at Minnesota VAMC, Minneapolis, MN
3. 30 ECUs at VA Puget Sound Healthcare System, Seattle, WA
4. 3 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at VA Puget Sound Healthcare System, Seattle, WA
5. 38 ECUs at Clement J. Zablocki VAMC, Milwaukee WI
6. 4 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at Clement J. Zablocki VAMC, Milwaukee WI
7. 45 ECUs at Hampton VAMC, Hampton, VA
8. 5 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at Hampton VAMC, Hampton, VA

#### Option Period One

9. 43 ECUs at VA Palo Alto Healthcare System, Palo Alto, CA
10. 5 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at VA Palo Alto Healthcare System, Palo Alto, CA

11. 30 ECUs at VA New Mexico Health Care System, Albuquerque, NM
12. 3 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at VA New Mexico Health Care System, Albuquerque, NM
13. 38 ECUs at Saint Louis Health Care System, St. Louis, MO
14. 4 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at Saint Louis Health Care System, St. Louis, MO
15. 30 ECUs at VA San Diego Health Care System, San Diego, CA
16. 3 Head Tracker, Eye Gaze, and Transferrable Mounting Systems at VA San Diego Health Care System, San Diego, CA

**Deliverables:**

- A. ECUs, Head Tracker, Eye Gaze, and Transferrable Mounting Systems

**5.4 ECUS, HEAD TRACKER, EYE GAZE, TRANSFERRABLE MOUNTING SYSTEMS ECU INSTALLATION**

The Contactor shall install ECU's in patient rooms. In addition to the installation of the environmental control units, the arms and accessories such as the sip n puff straw, microphone, etc. shall also be installed on patient beds. The entire system shall be installed and functional at the conclusion of the installation to include accessories. This shall be coordinated to occur with minimal disruption to the patients.

**5.5 ECU CONFIGURATION**

The Contractor shall configure all units including the environmental control system units along with the command center, phone with privacy speaker port, microphone input, microphone, direct IR input and wall mount bracket; Command Center Interface with IR relay, 4 way bed control, IR receiver and Nurse call. VA has an additional requirement for a "break away cable" on the wall panel due to safety concerns. The Contractor shall place the wall components on a pre-assembled wall mounted panel that shall contain the telephone and command center. From this panel shall be a cable leading to the bed called a "break away cable". This cable shall contain the bed control, microphone, and sip and puff switch wires. The cable shall be in two pieces, with a disconnect capability within 2 to 4 feet from the bed to allow the nursing staff or others to detach the bed from the environmental control before moving the bed.

The Contractor shall provide an ECU Configuration Report for each ECU at each VA facility that details the installation and configuration of each ECU as it is configured.

**Deliverable:**

- A. ECU Configuration Reports

**5.6 ACCEPTANCE AND TESTING**

The Contractor shall demonstrate the successful operation of each ECU in each facility in the presence of a Government Test Witness. The Government will accept the units installed and configured upon successful completion of the above mentioned demonstration of their ability to perform each of the requirements detailed in Section 5.3

above. The Contractor shall provide a Customer Acceptance Report signed by the VA after successful demonstration of each ECU at each facility.

**Deliverable:**

A. Customer Acceptance Report

## **5.7 CLINICIAN TRAINING**

The Contractor shall develop and deliver train-the-trainer training during the site acceptance period to clinicians on the use of the ECUs. The goal of the clinician training will be to allow them to train the patients in the operation of the ECU and bedside television. The training for clinicians shall include a review of the ECU Quick start Guide, User operating manuals, handouts, and hands-on training to cover all of the ECU functionality. The training sessions shall be on-site and shall be approximately four hours in duration. The Contractor shall provide all Clinician Training Materials which shall include a Quick Start Guide and User Manual. The Contractor shall also provide all handouts used during training.

The number of personnel to be trained at each facility is identified below:

**Base Period:**

1. Minneapolis VAMC, Minneapolis, MN – 13 Clinicians
2. VA Puget Sound Healthcare System, Seattle, WA – 13 Clinicians
3. Clement J. Zablocki VAMC, Milwaukee, WI – 13 Clinicians
4. Hampton VAMC, Hampton, VA – 13 Clinicians

**Option Period:**

5. VA Palo Alto Healthcare System, Palo Alto, CA – 13 Clinicians
6. VA New Mexico Health Care System, Albuquerque, NM – 13 Clinicians
7. Saint Louis Health Care System, St. Louis, MO – 13 Clinicians
8. VA San Diego Health Care System, San Diego, CA – 13 Clinicians

**Deliverables:**

A. Clinician Training Materials

## **5.8 TECHNICIAN TRAINING**

The Contractor shall develop and deliver a separate training session for site selected technician personnel on troubleshooting and maintaining the equipment during the site acceptance period. This Contractor shall provide Technician Training Material which shall include the Quick Start Guide, User Manual, Maintenance and Troubleshooting Guide. The Contractor shall also provide all of the handouts used during training. The Technician Training Material shall also contain the necessary schematics and part lists for the VA to maintain the equipment after the expiration of the Contractor's warranty period. The training session shall not exceed four hours in duration.

The number of personnel to be trained at each facility is identified below:

**Base Period:**

1. Minneapolis VAMC, Minneapolis, MN – 3 Technicians
2. VA Puget Sound Healthcare System, Seattle, WA – 3 Technicians
3. Clement J. Zablocki VAMC, Milwaukee, WI – 3 Technicians
4. Hampton VAMC, Hampton, VA – 3 Technicians

**Option Period:**

5. VA Palo Alto Healthcare System, Palo Alto, CA – 3 Technicians
6. VA New Mexico Health Care System, Albuquerque, NM – 3 Technicians
7. Saint Louis Health Care System, St. Louis, MO – 3 Technicians
8. VA San Diego Health Care System, San Diego, CA – 3 Technicians

**Deliverables:**

- A. Technician Training Materials

## **5.9 OPTIONAL TASKS**

All optional tasks, if exercised, shall be consumed/completed before conclusion of the Contract Period of Performance.

### **5.9.1 TELEVISIONS AND ACCEPTANCE REPORT**

If this optional task is exercised by VA, the Contractor shall provide televisions to locations specified in the base period, or option period as well as provide acceptance reports outlining Contractor's conformance to specifications listed below. The Contractor shall notify the VA PM, COR, and CO if replacement televisions are required at the Site-Kickoff meeting. This optional task can be exercised up to 284 times to provide VA with up to 284 televisions.

The televisions shall be:

1. Flat screen LED and have a minimum 12 inch and maximum 15 inch diagonal sized screen.
2. Resolution 1080p
3. Shall be mounted on an existing wall arm that extends for the television to be in front of the patient for use.

The Contractor shall provide all labor, supervision, and materials for the installation of new televisions.

**Deliverables:**

- A. Televisions and Acceptance Report for Televisions

### **5.9.2 ROLLING CARTS**

If this optional task is exercised by VA in the event the regular bed is not available or is replaced with a temporary substitute, the Contractor shall provide a rolling cart in which



the ECU components are mounted. The Contractor shall notify the VA PM, COR, and CO if additional rolling carts are required at the Site-Kickoff meeting. The cart must meet the following specifications listed below:

1. Locking wheels
2. A minimum size work surface of 500 square inches for mounting of flexible arm with microphone, sip n' puff, and components
3. Weight capacity of 150 lbs
4. Height adjustable from 27.5" – 37.5"

This optional task can be exercised up to 80 times to provide VA with up to 80 rolling carts.

**Deliverables:**

- A. Rolling Carts

**5.9.3 BED COMPONENT KIT**

If this optional task is exercised by VA, the Contractor shall provide bed component kits to locations specified in the base period, or option period as well as acceptance reports outlining Contractor's conformance to specifications listed below.

The bed component kits shall include the following and meet the minimum capabilities as referenced:

1. Bed mounted flexible arm with microphone and sip n' puff (as specified in section 5.3 #7, #9, and #15)
2. Sip n' Puff Switch (as specified in section 5.3 #10, #13b, and #15)
3. Bed box with breakaway cable (as specified in section 5.3 #18 and #19)
4. Bed controller (as specified in section 5.3 #13d)

The Contractor shall notify the VA PM, COR, and CO if additional Bed Component Kits are required at the Site-Kickoff meeting. The Contractor shall provide all labor, supervision, and materials for the installation of bed component kits.

This optional task can be exercised up to 80 times to provide VA with up to 80 bed component kits.

**Deliverables:**

- A. Bed Component Kits and Acceptance Report

**5.9.4 ADDITIONAL TRAINING SESSIONS (CLINICAL AND TECHNICAL)**

If this optional task is exercised by VA, the Contractor shall deliver an additional train-the-trainer training to clinicians and technicians on the use and maintenance of the Environmental Control Units. Additional training shall be consistent with requirements outlined in sections 5.7 and 5.8 and be all-inclusive of travel. The Government estimates 2 sessions per site maximum.

This optional task can be exercised up to 16 times to provide VA with up to 16 sessions.

**Deliverables:**

- A. Clinician and Technical Training and Materials

**5.10 ADDITIONAL SITE INSTALLATIONS - OPTION PERIOD ONE**

The Contractor shall perform all tasks detailed in section 5.1 – 5.8 for the following additional locations:

- 1. Palo Alto, CA
- 2. Albuquerque, NM
- 3. St. Louis, MO
- 4. San Diego, CA

All deliverables detailed in these sections (5.1 – 5.8) for the base period locations shall be completed and delivered for each of the four (4) locations specified above.

**6.0 GENERAL REQUIREMENTS**

**6.1 INSTALLATION OF DEVICES AND CUSTOM MOUNTING**

- 1. The Contractor shall completely prepare site for removal and installation of equipment. The Contractor shall furnish all labor and materials and perform work as required by specifications.
- 2. All employees of the Contractor and their Subcontractors shall comply with VA security management program.
- 3. Restoration: The Contractor shall clean up all work areas after completing work in VA facilities; repair any damages including removal and disposal of defective equipment. The Contractor shall immediately repair and/or replace all facilities and/or equipment damaged by the Contractor and/or their Subcontractors. All areas affected shall be restored to their original condition. The Contractor shall include a Damage Incident log in their monthly progress report submitted to the Government detailing any damages as well as their restoration activities and completion
- 4. Final Cleanup: Upon completion of the project, or as work progresses. The Contractor shall remove all installation debris that has been part of the installation.

**6.2 ENTERPRISE AND IT FRAMEWORK**

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

The Contractor shall ensure Commercial Off-The-Shelf (COTS) product(s), software configuration and customization, and/or new software are PIV-enabled by accepting HSPD-12 PIV credentials using VA Enterprise Technical Architecture (ETA), [http://www.ea.oit.va.gov/VA\\_EA/VAEA\\_TechnicalArchitecture.asp](http://www.ea.oit.va.gov/VA_EA/VAEA_TechnicalArchitecture.asp), and VA Identity and Access Management (IAM) approved enterprise design and integration patterns, [http://www.techstrategies.oit.va.gov/enterprise\\_dp.asp](http://www.techstrategies.oit.va.gov/enterprise_dp.asp). The Contractor shall ensure all Contractor delivered applications and systems are compliant with VA Identity Management Policy (VAIQ# 7011145), Continued Implementation of Homeland Security Presidential Directive 12 (VAIQ#7100147), and VA IAM enterprise identity management requirements (IAM Identity Management Business Requirements Guidance document), located at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>. The Contractor shall ensure all Contractor delivered applications and systems provide user authentication services compliant with NIST Special Publication 800-63, VA Handbook 6500 Appendix F, "VA System Security Controls", and VA IAM enterprise requirements for direct, assertion based authentication, and/or trust based authentication, as determined by the design and integration patterns. Direct authentication at a minimum must include Public Key Infrastructure (PKI) based authentication supportive of Personal Identity Verification (PIV) and/or Common Access Card (CAC), as determined by the business need. Assertion based authentication must include a SAML implementation. Additional assertion implementations, besides the required SAML assertion, may be provided as long as they are compliant with NIST 800-63 guidelines. Trust based authentication must include authentication/account binding based on trusted HTTP headers. The Contractor solution shall conform to the specific Identity and Access Management PIV requirements are set forth in OMB Memoranda M-04-04 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy04/m04-04.pdf>), M-05-24 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-24.pdf>), M-11-11 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf>), National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 201-2, and supporting NIST Special Publications.

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directive issued by the Office of Management and Budget (OMB) on September 28, 2010 (<https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf>) & (<http://www.cybertelecom.org/dns/ipv6usg.htm>). IPv6 technology, in accordance with the USGv6: A Technical Infrastructure for USGv6 Adoption (<http://www.nist.gov/itl/antd/usgv6.cfm>) and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>), shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 users, including all internal infrastructure and applications shall communicate using native IPv6 operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services, in addition to OMB/VA memoranda, can be found at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M08-05 mandating Trusted Internet Connections (TIC)

(<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-05.pdf>), M08-23 mandating Domain Name System Security (NSSEC) (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-23.pdf>), and shall comply with the Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0 [https://www.fedramp.gov/files/2015/04/TIC\\_Ref\\_Arch\\_v2-0\\_2013.pdf](https://www.fedramp.gov/files/2015/04/TIC_Ref_Arch_v2-0_2013.pdf).

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 11 and Microsoft Office 2010. In preparation for the future VA standard configuration update, end user solutions shall also be compatible with Office 2013 and Windows 8.1. However, Office 2013 and Windows 8.1 are not the VA standard yet and are currently not approved for use on the VA Network, but are in-process for future approval by OI&T. Upon the release approval of Office 2013 and Windows 8.1 individually as the VA standard, Office 2013 and Windows 8.1 will supersede Office 2010 and Windows 7 respectively. Applications delivered to the VA and intended to be deployed to Windows 7 workstations shall be delivered as a signed .msi package and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager (SCCM) VA's current desktop application deployment tool. Signing of the software code shall be through a vendor provided certificate that is trusted by the VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline (USGCB) specific to the particular client operating system being used.

The Contractor shall support VA efforts in accordance with the Project Management Accountability System (PMAS) that mandates all new VA IT projects/programs use an incremental development approach, requiring frequent delivery milestones that deliver new capabilities for business sponsors to test and accept functionality. Implemented by the Assistant Secretary for IT, PMAS is a VA-wide initiative to better empower the OI&T 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 OI&T-wide process management tool that assists in the execution of an IT project. It is a one-stop shop providing critical links to the formal approved processes, artifacts, and templates to assist project teams in facilitating their VIP and PMAS-compliant work.

The Contractor shall support VA efforts IAW the Veteran Focused Integration Process (VIP). VIP is a Lean-Agile framework that services the interest of Veterans through the efficient streamlining of activities that occur within the enterprise. The VIP Guide can be found at <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>. The VIP framework creates an environment delivering more frequent releases through a deeper application of Agile practices. In parallel with a single integrated release process, VIP will increase cross-organizational and business stakeholder engagement, provide greater visibility into projects, increase Agile adoption and institute a predictive delivery

cadence. VIP is now the single authoritative process that IT projects must follow to ensure development and delivery of IT products.

The Contractor shall utilize ProPath, the OI&T-wide process management tool that assists in the execution of an IT project (including adherence to VIP 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 VIP compliant work.

### 6.3 SECURITY AND PRIVACY REQUIREMENTS

#### 6.3.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

<b>Position Sensitivity</b>	<b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
<b>Low / Tier 1</b>	<b>Tier 1 / National Agency Check with Written Inquiries (NACI)</b> A Tier 1/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), Federal Bureau of Investigation (FBI) name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
<b>Moderate / Tier 2</b>	<b>Tier 2 / Moderate Background Investigation (MBI)</b> A Tier 2/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.
<b>High / Tier 4</b>	<b>Tier 4 / Background Investigation (BI)</b> A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

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

#### Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

### 6.3.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

#### Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.

- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
  - 1) Optional Form 306
  - 2) Self-Certification of Continuous Service
  - 3) VA Form 0710
  - 4) Completed Security and Investigations Center (SIC) Fingerprint Request Form
- f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
- 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 loss of physical and/or logical access to VA

facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.

- I. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

m. Tuberculosis Screening and Testing -

1. For those with previous documented positive purified protein derivative (PPD) test results: All contractor personnel shall provide a note from their physician, dated within the past three months stating they are free of any signs and symptoms of tuberculosis. This evaluation will be renewed annually.
2. For those with previously negative PPD skin test results: personnel shall provide proof of a negative reaction to PPD testing, performed in accordance with the latest CDC standards and State guidelines, with the past six (6) months. This test shall be renewed annually.
3. For PPD skin converters (a change from a previously negative skin test to positive; defined as an increase in duration of 10mm or more within 2 years): An evaluation from their physician within 30 days of the positive test stating they are free from signs/symptoms of TB and indicating whether prophylactic treatment is indicated. If treatment is indicated, a note from the physician stating it was satisfactorily completed.

**Deliverable:**

- A. Contractor Staff Roster

## 6.4 METHOD AND DISTRIBUTION OF DELIVERABLES

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

## 6.5 PERFORMANCE METRICS

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



<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Levels of Performance</b>
A. Technical / Quality of Product or Service	<ol style="list-style-type: none"> <li>1. Demonstrates understanding of requirements</li> <li>2. Efficient and effective in meeting requirements</li> <li>3. Meets technical needs and mission requirements</li> <li>4. Provides quality services/products</li> </ol>	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none"> <li>1. Established milestones and project dates are met</li> <li>2. Products completed, reviewed, delivered in accordance with the established schedule</li> <li>3. Notifies customer in advance of potential problems</li> </ol>	Satisfactory or higher
C. Cost & Staffing	<ol style="list-style-type: none"> <li>1. Currency of expertise and staffing levels appropriate</li> <li>2. Personnel possess necessary knowledge, skills and abilities to perform tasks</li> </ol>	Satisfactory or higher
D. Management	<ol style="list-style-type: none"> <li>1. Integration and coordination of all activities to execute effort</li> </ol>	Satisfactory or higher

The COR 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 level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment will be used by the COR in accordance with the QASP to assess Contractor performance.

## **6.6 FACILITY/RESOURCE PROVISIONS**

The VA shall provide electrical utilities at wall locations and quad outlets as needed.

The VA shall provide the cable signal to the televisions as required by having the cable pulled and ready for connection to each television in the project.

The VA facility shall provide a climate controlled secure room for the Contractor to store materials and work, located in the area nearby to the work to be accomplished.

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to

accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

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

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

#### **6.7 GOVERNMENT FURNISHED PROPERTY**

Not applicable.

#### **6.8 SHIPMENT OF HARDWARE OR EQUIPMENT**

Not applicable.

## **ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED**

### **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 PM, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

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

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

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

### **A2.0 VA Enterprise Architecture Compliance**

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at <http://www.ea.oit.va.gov/index.asp> in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

#### **A2.1. VA Internet and Intranet Standards**

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

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

#### **A3.1. 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: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> and <http://www.section508.gov/content/learn/standards>. 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

**A3.2. Equivalent Facilitation**

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

**A3.3. Compatibility with Assistive Technology**

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

**A3.4. Acceptance and Acceptance Testing**

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for Section 508 Compliance before delivery. The Contractor shall be able to demonstrate Section 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

**Deliverables:**

- A. Final Section 508 Compliance Test Results

**A4.0 Physical Security & Safety Requirements:**

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

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

#### **A5.0 Confidentiality and Non-Disclosure**

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

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

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA CO 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 CO 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 CO.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
  - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.
  - c. Recording, monitoring, and control of passwords and privileges.
  - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
  - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
  - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
  - h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.

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

#### **A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS**

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13693, "Planning for Federal Sustainability in the Next Decade", dated March 19, 2015; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, Federal Energy Management Program (FEMP) designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at [www.energystar.gov/products](http://www.energystar.gov/products) (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at [https://www4.eere.energy.gov/femp/requirements/laws\\_and\\_requirements/energy\\_star\\_and\\_femp\\_designated\\_products\\_procurement\\_requirements](https://www4.eere.energy.gov/femp/requirements/laws_and_requirements/energy_star_and_femp_designated_products_procurement_requirements). The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at [www.epeat.net](http://www.epeat.net). At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers Copiers, Multi-Function Devices, Scanners, Fax Machines, Digital Duplicators, Mailing Machines)



### 3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

## **ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE**

Addendum B requirements have been tailored to reflect the security and privacy requirements of this specific contract. However, All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) while performing the tasks detailed in this PWS and the following paragraphs from Handbook 6500.6 Appendix C apply in case of incidental exposure to VA sensitive information:

- a. A prohibition on unauthorized disclosure: "Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA." See VA handbook 6500.6, Appendix C, paragraph 3.a.
- b. A requirement for data breach notification: Upon discovery 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, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. 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. See VA Handbook 6500.6, Appendix C, paragraph 6.a.
- c. A requirement to pay liquidated damages in the event of a data breach: "In the event of a data breach or privacy incident involving SPI the contractor processes or maintains under this contract, the contractor shall be liable to VA for liquidated damages in the amount of \$37.50 per affected individual cover the cost of providing credit protection services to those individuals." See VA handbook 6500.6, Appendix C, paragraph 7.a., 7.d.
- d. A requirement for annual security/privacy awareness training: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall complete on an annual basis either: (i) the VA security/privacy awareness training (contains VA security/privacy requirements) within 1 week of the initiation of the contract, or (ii) security awareness training provided or arranged by the contractor that conforms to VA's security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the contractor provides their own training that conforms to VA's requirements, they will provide the Contracting Officer's Representative (COR) or CO, a yearly report (due annually on the date of the contract initiation) stating that all applicable employees involved in the VA's contract have received their annual

security/privacy training that meets VA's requirements and the total number of employees trained. See VA Handbook 6500.6, Appendix C, paragraph 9.

e. A requirement to sign VA's Rules of Behavior: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall sign on annual basis an acknowledgement that they have read, understand, and agree to abide by VA's Contractor Rules of Behavior which is attached to this contract." See VA Handbook 6500.6, Appendix C, paragraph 9, Appendix D. Note: If a medical device vendor anticipates that the services under the contract will be performed by 10 or more individuals, the Contractor Rules of Behavior may be signed by the vendor's designated representative. The contract must reflect by signing the Rules of Behavior on behalf of the vendor that the designated representative agrees to ensure that all such individuals review and understand the Contractor Rules of Behavior when accessing VA's information and information systems.

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

**B1. GENERAL**

Not applicable.

**B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

Not applicable.

**B3. VA INFORMATION CUSTODIAL LANGUAGE**

Not applicable.

**B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT**

Not applicable.

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

Not applicable.

**B6. SECURITY INCIDENT INVESTIGATION**

Not applicable.

**B7. LIQUIDATED DAMAGES FOR DATA BREACH**

Not applicable.

**B8. SECURITY CONTROLS COMPLIANCE TESTING**

Not applicable.

## **B9. TRAINING**

Not applicable.

### **POINTS OF CONTACT**

#### **VA Program Manager:**

Name: Kristopher Teague  
Address: Remote: 795 Willow Road  
Menlo Park, CA 94025  
Voice: (650) 690-6844  
Email: [Kristopher.Teague@va.gov](mailto:Kristopher.Teague@va.gov)

#### **Contracting Officer's Representative:**

Name: Christopher Cruz  
Address: 810 Vermont Avenue NW  
Room 371F  
Washington, DC 20420  
Voice: (202) 461-5856  
Email: [Christopher.Cruz@va.gov](mailto:Christopher.Cruz@va.gov)

#### **Contracting Officer:**

Name: Matthew Truex  
Address: 23 Christopher Way  
Eatontown, NJ 07724  
Voice: 732-440-9650  
Email: matthew.truex@va.gov

## 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>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA- GENERAL	MAY 2014
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013

(End of Clause)

### C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)

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

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

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

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

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

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

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

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

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☒ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (9) 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).

☐ (10) [Reserved]

☐ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (12)(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.

☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

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

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

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

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

☐ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

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

☐ (17)(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.

☐ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

☐ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

☐ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

☒ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[X] (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[X] (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

[X] (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (33)(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.)

[] (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

[X] (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

[X] (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[X] (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (40) 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).

[] (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

[] (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits



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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

### **C.3 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)**

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

(End of Clause)

### **C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor up to 30 days after contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to contract expiration. The preliminary notice does not commit the Government to an extension.

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

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

(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 52.237-2 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.7 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.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

### **C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of the place(s) 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)

#### **C.11 VAAR 852.246-70 GUARANTEE (JAN 2008)**

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

contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

#### **C.12 VAAR 852.246-71 INSPECTION (JAN 2008)**

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

(End of Clause)

#### **C.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

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

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## 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	OCT 2015
52.217-5	EVALUATION OF OPTIONS	JUL 1990

### E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

### **E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)**

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After

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

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

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

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

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

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

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

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

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

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

venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for



the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the

component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

\_\_\_\_\_  
 [List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

*[List as necessary]*

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

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

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

Other End Products:

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

*[List as necessary]*

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

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product    Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an

agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

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

(End of Provision)

#### **E.4 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.5 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:  
Department of Veterans Affairs  
Technology Acquisition Center  
23 Christopher Way  
Eatontown NJ 07724

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

(End of Provision)

#### **E.6 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.7 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.

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

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

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

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

(End of Provision)

## **E.8 BASIS FOR AWARD**

Award will be based on the lowest priced, responsive, responsible Offeror whose quote conforms to the requirements set forth in this request for quote. The total evaluated price shall be the sum of all proposed CLIN(s)/SLIN(s) set forth in Section B.2 of the solicitation. All Offerors must submit a quote on an "All or None" basis

## **E.9 SUBMISSION INSTRUCTIONS**

- a. Quotes shall be submitted via email with the subject RFQ number to [michael.weckesser@va.gov](mailto:michael.weckesser@va.gov) and [matthew.truex@va.gov](mailto:matthew.truex@va.gov). Please note that file size is limited to less than 5 MB. If your file exceeds the size limit, please send multiple e-mails.
- b. Your quotation must be in the format of the price schedule set forth in Section B.2.
- c. Your response must be received by the closing date indicated on the Cover Page of this document for the quote to be considered timely and considered for award of an order. Offeror's are advised that only one quote per Offeror will be accepted.