

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.  558-17-2-122-0131		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER  VA246-17-Q-0188	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Dori Dabbs		b. TELEPHONE NO. (No Collect Calls) 704-638-9000 x3219		6. SOLICITATION ISSUE DATE  05-23-2017	
9. ISSUED BY  Department of Veterans Affairs Network Contracting Office 6 1601 Brenner Ave Salisbury NC 28144				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 541519 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)      SIZE STANDARD: \$27.5 M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO  Department of Veterans Affairs VA Medical Center 508 Fulton Street Durham NC 27705				16. ADMINISTERED BY  Dori Dabbs Contracting Officer 704-638-9000 x3219 dori.dabbs2@va.gov			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Upgrade to Philips Patient Monitoring System- Durham  See Statement of Work beginning on page 4 and Price/Cost Schedule beginning on page 6 for list of needed components  This is a Brand Name ONLY requirement (Philips)  New equipment ONLY; NO remanufactured or "gray market" items All items must be covered by the manufacturer's warranty.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Dori Dabbs Contracting Officer		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Dori Dabbs, Contracting Officer 00246  
Department of Veterans Affairs  
Network Contracting Office (NCO 6)  
1601 Brenner Ave  
Salisbury NC 28144  
704-638-9000 x3219 or [dori.dabbs2@va.gov](mailto:dori.dabbs2@va.gov)

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 System For Award Management, or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐  
 b. Semi-Annually ☐  
 c. Other ☒ - Upon delivery, installation, integration, and acceptance

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.

Vendors are required to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to submit electronic invoices.

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

AMENDMENT NO	DATE

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

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

### **1. Statement of Need**

The Department of Veteran Affairs, VISN-6 Veteran Affairs Medical Center (VAMC) Durham, North Carolina has a requirement for Intellivue Information Center iX upgrade to their patient monitoring systems. The contractor shall provide, deliver, set up, and integrate all monitoring systems update.

### **2. Background and Justification of Need**

The Durham VAMC proposes to improve its ability to provide ICU service with greater efficiency and effectiveness. In order to increase efficiency, it has been determined that an immediate upgrade is needed to network all Intellivue monitoring systems and move to Windows 7 OS platform. This is needed for patient care and meeting greater patient demand and increased pace of operations.

### **3. Scope of Work**

The Durham VA Medical Center has a requirement for Intellivue MX800, MX700, MX600/800, M3155/54, PIIC IX Hardware H30 Server, H3U Server UPS Hardware and BioMedical training. This procurement shall include:

1. BioMed: 8 sector test central station
2. SICU: Cardiac Output Module; BIS module
3. OR: NMT; MX800 software upgrades

4. Oral Surgery: 3 MX800 monitors; 3 MMS; 3 ETCO2; supplies; installation; training
5. GI: 18 sector central station; 18 sector overview; 18 MX700; 18 x X2; supplies; installation; Clinical training
6. IRU: 10 sector central station; 9 x MX700; 9 x X2; supplies, installation; clinical training
7. Pain Clinic: 6 x MX700; 6 x MMS; supplies; installation; clinical training
8. Modules: 3 NMT; 2 BIS, 6 PB980 EC5/10; 3 ETCO2; 2 CCO

#### 4. Specifications

The contractor shall provide a Philips Intellivue Information Center iX systems upgrade with the specification described below:

1. BioMed: 866398\_NB1: PIIC IX; MDB media kit; 866424 PIIC IX hardware; 866424 PIIC iX SQL server; H1028B installation A07 Project Management; H102B Installation A09 remote hardware services
2. SICU: 862279 M1012A cardiac output module; M1034B 866421 BIS Module
3. OR: 865383 NMT module; 865307 MX800 software upgrade; H1028B installation A13 project upgrade mgt;
4. Oral Surgery: 865241 MX700 monitor; M3001 A 862442 MMS; M3015A 862393 microstream CO2 extension; H102B 890500 installation A07 Project Mgt; 890539 1 standard clinical training day;
5. GI: 866390\_EB1 PIIC IX 18 sectors; 866390\_EB1 18 sector PIIC IX overview; 866424 PIIC IX PC's; 862120 recorder; 865241 18 of the MX 700; M3002A 865039 18 MMS; H1028B installation A04 facility implementation; H1028B 890500 A07 project mgt; H1028B 890500 A09 remote hardware services; MXU0296 27' display; MXU0299 23' display; 890539 3 standard clinical training days. MXU0486 switch router transceiver mods; 989805700074 8 rack console; 866425 24 port switch; 862123 watchdog UPS
6. IRU; 866\_EB1 PIIC IX 10 sector central station; 866424 PC; 862120 USB recorder; 865241 MX700's; M3002A X2; H1028B 890500 A04 facility implementation installation services; H1028B 890500 A07 project management installation services; H1028B 890500 A09 remote hardware installation services; MXU0299 23' display; 890539 3 standard days of clinical training
7. Pain Clinic; 965241 MX700 monitor; M3001A 862442 MMS; H1028B 890500 A04 installation services for facility implementation; H1028B 890500 A07 Project management installation solutions; 890539 2 standard days of clinical training/
8. Modules: M3015A 862393 CO2 extensions x 3; M1012A 862279 cardiac output module x 4; 865114 EC5 x6; 865115 EC10 x 6; 865383 NMTx3; M1034B 866421 x2.

#### 5. Place of Performance

The Durham VA Medical Center in Durham, North Carolina shall be the place of performance.

#### 6. Other Requirements:

- Upgrade must be compatible with Philips system already in place.

- Contractor must be original equipment manufacturer certified.

#### B.4 PRICE/COST SCHEDULE

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	Qty	Unit	Unit Price	Extended Price
<b>PIICix B Test System</b>					
0001	PIIC iX B.X New System New Domain (866389_NB1 866389_ NB1)	1	EA		
	BB1 Surveillance Bed	8	EA		
	VB1 Visibility Workflow	8	EA		
	MDB Additional Media Kits	1	EA		
	1FB Add'l Hardcopy IFU	1	EA		
0002	PIIC iX Hardware (866424 866424)	2	EA		
	HS1 PC Hardware with SSD	2	EA		
0003	PIIC iX Hardware (866424 866424)	1	EA		
	ENT SQL Svr 2014	1	EA		
	H31 HP G9 Server	1	EA		
	H3U Server UPS Hardware	1	EA		
0004	Installation Site Services (H1028B 890500)	1	EA		
	A07 Project Mngemt Impl Solutions	1	EA		
0005	Installation Site Services (H1028B 890500)	1	EA		
	A09 Remote Hardware Services	1	EA		
<b>SICI</b>					
0006	Cardiac Output Parameter Module- (M1012A 862279)	1	EA		
	K04 CO Combined Kit	1	EA		
0007	IntelliVue BIS Module (M1034B 866421)	1	EA		
	B01 BIS Device	1	EA		
	K20 BIS 4-Electrode Sensors	1	EA		
<b>OR</b>					
0008	IntelliVue NMT Module (865383 865383)	1	EA		
	K01 NMT Patient Cable	1	EA		
0009	IntelliVue MX800 Software Upgrades (865307 865307)	1	EA		
	DCL Doc. Set for SW Rev.Lxx	1	EA		
	SUL Upgrade to SW Rev. L	2	EA		
0010	Installation Site Services (H1028B 890500)	1	EA		
	A13 Product Upgrade Implem Solutns	1	EA		
<b>Oral Surgery</b>					
0011	IntelliVue MX700 patient monitor (865241 865241)	3	EA		
	A06 6-wave capability	3	EA		
	E04 FMS-4 with MMS mount	3	EA		
	H12 Intensive Care Software	3	EA		
	J13 RS232/MIB interface	3	EA		

	SC2 MSL system cable - 2.0 m	3	EA		
0012	IntelliVue Multi Measurement Server (M3001A 862442)	3	EA		
	A03 Masimo SET SpO2	3	EA		
	SC2 SRL Connect Cable - 2.0 m	3	EA		
0013	Microstream CO2 Extension (M3015A 862393)	3	EA		
0014	CBL 5 Lead ECG Trunk, AAMI/IEC 2.7m (M1668A 989803145061)	3	EA		
0015	CBL 5 Leadset, Grabber, AAMI, ICU (989803125841 M1968A)	3	EA		
0016	Adult NIBP Air Hose 3.0m (M1599B 989803104341)	3	EA		
0017	LNC MP-10 Philips Dual Keyed Cable (989803148221 989803148221)	3	EA		
0018	Installation Site Services (H1028B 890500)	1	EA		
	A07 Project Mngemt Impl Solutions	1	EA		
0019	Clinical Config. & Impl. Services (CMS) (890539 890539)	1	EA		
	A01 1 Standard Shift	1	EA		
<b>GI CLINIC</b>					
0020	PIIC iX B.X Expanded Domain (866390_EB1 866390_EB1)	1	EA		
	BB1 Surveillance Bed Exp	18	EA		
	MDB Additional Media Kits	1	EA		
	Additional Media Kit(s)	1	EA		
	1FB Add'l Hardcopy IFU	1	EA		
0021	PIIC iX B.X Expanded Domain (866390_EB1 866390_EB1)	1	EA		
	0B1 Overview Bed Exp	18	EA		
	MDB Additional Media Kits	1	EA		
	Additional Media Kit(s)	1	EA		
	1FB Add'l Hardcopy IFU	1	EA		
0022	PIIC iX Hardware (866424 866424)	2	EA		
	HS1 PC Hardware with SSD	2	EA		
0023	M3176C Information Center USB Recorder (862120 862120)	1	EA		
	A01 One Recorder	1	EA		
0024	IntelliVue MX700 patient monitor (865241 865241)	18	EA		
	A06 6-wave capability	18	EA		
	E04 FMS-4 with MMS mount	18	EA		
	H12 Intensive Care Software	18	EA		
	J13 RS232/MIB interface	18	EA		
	SC2 MSL system cable - 2.0 m	18	EA		
0025	IntelliVue Multi Measurement Server X2 (M3002A 865039)	18	EA		
	A03 Masimo SET SPO2	18	EA		
	C06 IBP and Temp	18	EA		

	E31 Carrying Handle	18	EA		
	J45 Instr Telemetry 1.4 GHz	18	EA		
	SC2 SRL Cable 2m	18	EA		
0026	CBL 3 Lead ECG Trunk, AAMI/IEC 2.7m (M1669A 989803145071)	18	EA		
0027	CBL 3 Leadset, Grabber, AAMI, ICU (M1671A 989803145091)	18	EA		
0028	Adult NIBP Air Hose 3.0m (M1599B 989803104341)	18	EA		
0029	LNC MP-10 Philips Dual Keyed Cable (989803148221 989803148221)	18	EA		
0030	24 Port UTP/FX Switch (866425 866425)	2	EA		
0031	Watchdog UPS (862123 862123)	2	EA		
0032	Installation Site Services (H1028B 890500)	1	EA		
	A04 Facilities Implem Solutions	1	EA		
0033	Installation Site Services (H1028B 890500)	1	EA		
	A07 Project Mngemt Impl Solutions	1	EA		
0034	Installation Site Services (H1028B 890500)	1	EA		
	A09 Remote Hardware Services	1	EA		
0035	Rack console, 8 port KVM (i) (989805700074 989805700074)	1	EA		
0036	Display Flt Pnl non touch PIICiX 27" NEC (MXU0296 MXU0296)	1	EA		
0037	Display Flt Pnl non-touch PIICiX 23" NEC (MXU0299 MXU0299)	1	EA		
0038	Switch and Router Transceiver Modules (MXU0486 MXU0486)	8	EA		
	A01 SFP mini GBIC transceiver	8	EA		
0039	Clinical Config. & Impl. Services (CMS) (890539 890539)	1	EA		
	A03 3 Consecutive Standard Shifts	1	EA		
<b>IRU</b>					
0040	PIIC iX B.X Expanded Domain (866390_EB1 866390_EB1)	1	EA		
	BB1 Surveillance Bed Exp	10	EA		
	MDB Additional Media Kits	1	EA		
	1FB Add'l Hardcopy IFU	1	EA		
0041	PIIC iX Hardware (866424 866424)	1	EA		
	HS1 PC Hardware with SSD	1	EA		
0042	M3176C Information Center USB Recorder (862120 862120)	1	EA		
	A01 One Recorder	1	EA		
0043	IntelliVue MX700 patient monitor (865241 865241)	9	EA		
	A06 6-wave capability	9	EA		
	E04 FMS-4 with MMS mount	9	EA		
	H12 Intensive Care Software	9	EA		
	J13 RS232/MIB interface	9	EA		



	SC2 MSL system cable - 2.0 m	9	EA		
0044	IntelliVue Multi Measurement Server X2 (M3002A 865039)	9	EA		
	A03 Masimo SET SPO2	9	EA		
	C06 IBP and Temp	9	EA		
	E31 Carrying Handle	9	EA		
	J45 Instr Telemetry 1.4 GHz	9	EA		
	SC2 SRL Cable 2m	9	EA		
0045	CBL 5 Lead ECG Trunk, AAMI/IEC 2.7m (M1668A 989803145061)	9	EA		
0046	CBL 5 Leadset, Grabber, AAMI, ICU (M1968A 989803125841)	9	EA		
0047	Adult NIBP Air Hose 3.0m (M1599B 989803104341)	9	EA		
0048	LNC MP-10 Philips Dual Keyed Cable (989803148221 989803148221)	9	EA		
0049	Installation Site Services (H1028B 890500)	1	EA		
	A04 Facilities Implem Solutions	1	EA		
0050	Installation Site Services (H1028B 890500)	1	EA		
	A07 Project Mngemt Impl Solutions	1	EA		
0051	Installation Site Services (H1028B 890500)	1	EA		
	A09 Remote Hardware Services	1	EA		
0052	Display Flt Pnl non-touch PIICiX 23" NEC (MXU0299 MXU0299)	1	EA		
0053	Clinical Config. & Impl. Services (CMS) (890539 890539)	1	EA		
	A03 3 Consecutive Standard Shifts	1	EA		
<b>PAIN CLINIC</b>					
0054	IntelliVue MX700 patient monitor (865241 865241)	6	EA		
	A06 6-wave capability	6	EA		
	E04 FMS-4 with MMS mount	6	EA		
	H12 Intensive Care Software	6	EA		
	J13 RS232/MIB interface	6	EA		
	SC2 MSL system cable - 2.0 m	6	EA		
0055	IntelliVue Multi Measurement Server (M3001A 862442)	6	EA		
	A03 Masimo SET SpO2	6	EA		
	SC2 SRL Connect Cable - 2.0 m	6	EA		
0056	CBL 5 Leadset, Snap, AAMI, ICU (M1644A 989803144991)	6	EA		
0057	CBL 5 Lead ECG Trunk, AAMI/IEC 2.7m (M1668A 989803145061_	6	EA		
0058	Adult NIBP Air Hose 3.0m (M1599B 989803104341)	6	EA		
0059	LNC MP-10 Philips Dual Keyed Cable (989803148221 989803148221)	6	EA		
0060	Installation Site Services (H1028B 890500)	1	EA		
	A04 Facilities Implem Solutions	1	EA		

0061	Installation Site Services (H1028B 890500)	1	EA		
	A07 Project Mngemt Impl Solutions	1	EA		
0062	Clinical Config. & Impl. Services (CMS) (890539 890539)	1	EA		
	A02 2 Consecutive Standard Shifts	1	EA		
MODULES					
0063	Microstream CO2 Extension (M3015A 862393)	3	EA		
	C06 Invasive press/temp measur	3	EA		
0064	Cardiac Output Parameter Module (M1012A 862279)	4	EA		
	C10 PiCCO Continuous C.O.	4	EA		
	K06 PiCCO Accessory Kit	4	EA		
0065	IntelliBridge EC5 ID-Module (865114 865114)	6	EA		
	232 Puritan Bennett 980 IDM	6	EA		
	L02 Connection Cables 3m	6	EA		
0066	IntelliBridge EC10 Module (865115 865115)	6	EA		
	232 Puritan Bennett 980 Driver	6	EA		
	A01 EC10 module RS232/LAN	6	EA		
0067	IntelliVue NMT Module (865383 865383)	3	EA		
	K01 NMT Patient Cable	3	EA		
0068	IntelliVue BIS Module (M1034B 866421)	2	EA		
	B01 BIS Device	2	EA		
	K20 BIS 4-Electrode Sensors	2	EA		
0069	Trade-In of Monitors	See Section D			
Shipping (if applicable)					
TOTAL					

This is a Brand Name ONLY procurement.

This procurement is for new Equipment ONLY; no remanufactured or "gray market" items. All Equipment must be covered by the manufacturer's warranty.

## B.5 DELIVERY SCHEDULE

CLIN	DELIVERY DATE
All line items	Delivery, installation, integration, training, and complete working system within 120 days after award date

Delivery to:

VA Medical Center  
508 Fulton Street  
Durham, NC 27705

## B.6 Other Contract Requirements

### 1.0 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of Veterans Affairs has implemented use of the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) Please furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS are available at [www.cpars.gov](http://www.cpars.gov). The CPARS User Manual, registration for online training for Contractor Representatives may be found at this site.

(e) You have 14 calendar days following the Assessing Official signature date to submit comments before the evaluation is made available in the Past Performance Information Retrieval System (PPIRS). You have a total of 60 calendar days following the Assessing Official signature date to submit comments. Any comments that you submit will be posted to PPIRS. If you do not sign and return the evaluation within 60 calendar days the evaluation will be returned to the Assessing Official, you will no longer be able to provide comments and the evaluation will be annotated as follows: 'The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this evaluation.' Partially completed comments that were not signed and returned to the Government within 60 calendar days will be removed from the evaluation.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review, transit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determination, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been completed.

(End of Notice)

## 2.0 IT CONTRACT SECURITY

### VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

#### 1. GENERAL

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

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

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

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

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

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

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

#### 3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the

contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

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

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

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

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

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

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

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

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

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations:

(i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

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

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

#### 4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

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

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

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

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

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

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

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

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

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

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

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not

affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within days.

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

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

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

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

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

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

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COTR. The government reserves the right to conduct such an assessment using government personnel or



another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

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

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

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

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

## 6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

## 7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

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

## 8. SECURITY CONTROLS COMPLIANCE TESTING

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

## 9. TRAINING

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

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

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

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

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

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

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

## SECTION C - CONTRACT CLAUSES

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

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

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

#### C.1 52.252-2 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/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-99	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION)	FEB 2015
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

#### C.2 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.3 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.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

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

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

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

## C.5 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.6 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 North Carolina. 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.7 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one (1) year, 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.8 VAAR 852.246-71 INSPECTION (JAN 2008)**

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

(End of Clause)

(End of Addendum to 52.212-4)



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

**MP Series Monitor Inventory for Trade In**

	Location	Model	VA ID #	Serial #	Acq. Date	MMS Serial #	Room #
1	GI Clinic	MP50	42169	DE44024281	1/13/2006	DE632G7126	FG338
2	GI Clinic	MP50	72014	DE820A7377	1/25/2013	DE71719787	FG337
3	GI Clinic	MP50	45238	DE44033035	10/15/2006	DE907T5504	FG336
4	GI Clinic	MP50	48897	DE72847650	12/6/2007	DE9070BTE2	FG335
5	GI Clinic	MP50	61950	DE82070935	4/13/2010	DE22722874	FG329
6	GI Clinic	MP50	49705	DE72847632	2/13/2008	DE9070BTE4	FG328
7	GI Clinic	MP50	72015	DE820A7378	1/25/2013	DE717N1857	FG327
8	GI Clinic	MP50	44700	DE44032728	10/24/2006	DE907T5503	FG325
9	GI Clinic	MP50	61949	DE82070820	4/13/2010	DE9070BTEK	FG315
10	GI Clinic	MP50	44711	DE44032196	10/23/2006	DE22734362	FG313
11	GI Clinic	MP50	61948	DE82070919	4/13/2010	DE22727734	FG308
12	GI Clinic	MP50	72013	DE820A7362	1/25/2013	DE907T5460	FG306
13	GI Clinic	MP50	72016	DE820A7379	1/25/2013	DE44168020	FG304
14	IRU	MP50	37874	DE44013692	8/16/2004	DE22731140	F3247
15	IRU	MP50	37876	DE44013683	8/16/2004	DE44166368	F3247
16	IRU	MP50	44700	DE44014477	10/24/2006	DE632F1825	F3247
17	IRU	MP50	37875	DE44013695	8/16/2004	DE22753002	F3247
18	IRU	MP50	37873	DE44013685	8/16/2004	DE632F0792	F3247
19	IRU	MP50	37871	DE44013699	8/16/2004	DE44167998	F3247
20	IRU	MP50	37872	DE44013700	8/16/2004	DE632F1443	F3247
21	IRU	MP50	44701	DE44032739	10/24/2006	DE22729178	F3247
22	IRU	MP50	37877	DE44013702	8/16/2004	DE632F1802	F3247
23	Pain Clinic	MP50	36951	DE34708579	9/16/2004	DE907S5126	A4018C
24	Pain Clinic	MP50	36954	DE347085790	9/16/2004	DE22731463	A4018B
25	Pain Clinic	MP50	36953	DE34708582	9/16/2004	DE22726231	A4018A
26	Pain Clinic	MP50	36952	DE34708570	9/16/2004	DE22747518	A4018
27	Pain Clinic	MP50	37896	DE44013697	8/16/2004	DE22747506	A4016
28	Dental Clinic	MP50	44704	DE44032714	10/24/2006	DE44168019	Rm B1044
29	Dental Clinic	MP70	61167	DE84394618	1/28/2010	DE632H9899	Rm B1020
30	Dental Clinic	MP70	45077	DE61747549	11/7/2006	DE907U7810	Rm B1028
31	Bronch Lab	MP50	44712	DE44032211	10/23/2006	DE632F0777	A5014
32	MICU	MP50	39046	DE44014110	6/5/2005	DE9070CFAZ	A5027
33	CICU	MP50	38694	DE44014111	6/5/2005	DE717Q0817	A3031
34	Biomed	MP70	38034	DE44024787	9/20/2004	DE632F1024	BG009
35	Biomed	MP70	38022	DE22705852	9/20/2004	DE632F0636	BG009
36	Biomed	MP70	38035	DE44024822	9/20/2004	DE632F1446	BG009

## SECTION E - SOLICITATION PROVISIONS

### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

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

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

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

<http://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-98	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION)	FEB 2015
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.209-5	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)	MAR 2012
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013

#### E.2 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.3 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:

Dori Dabbs, Contracting Officer

Hand-Carried and Mailing Address:

Department of Veterans Affairs  
Network Contracting Office 6  
1601 Brenner Ave  
Salisbury NC 28144

(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.4 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.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

(End of Addendum to 52.212-1)

## **E.6 ADDENDUM to FAR 52.212-2, Basis for Award**

This is a competitive selection in which competing offers will be evaluated on the basis of Lowest Price Technically Acceptable.

The evaluation process shall proceed as follows.

Offers will be initially reviewed for compliance with all terms and conditions required by the solicitation, to include but not limited, the requirements established within the SOW and/or terms and conditions that establish minimum offer submission requirements. Offers that comply with all terms of the solicitation will then move forward to the next step as detailed below. Offers that do not comply with all terms and conditions of this solicitation may be rejected for noncompliance.

Next, offers shall be ranked according to price, including option prices if applicable. An offeror's proposed price will be determined by multiplying the quantities identified in the pricing schedule by the proposed unit price for each contract line item to confirm the extended amount for each item. The extended amounts will be added together to determine the total evaluated price.

Next, the lowest priced offer shall be evaluated for technical acceptability. Technical acceptability shall be evaluated on a pass/fail basis considering whether the proposed product meets or exceeds the specifications identified in Section B of the delivery schedule.

If the lowest priced offer is determined technically acceptable, that offer represents the best value to the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

If the lowest priced offer is not determined technically acceptable, the next lowest priced offer will be evaluated for technical acceptability and the process will continue in order by price until an offer is judged technically acceptable.

(End of Addendum)