

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

1. REQUISITION NO.
658-12-3-6114-0278
658-12-3-6114-0314

PAGE 1 OF
52 pages

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO.

5. SOLICITATION NUMBER
VA246-12-Q-3320

6. SOLICITATION ISSUE DATE
08-17-2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME
Dori Dabbs

b. TELEPHONE NO. (No Collect Calls)
704-638-9000 x3219

8. OFFER DUE DATE/LOCAL TIME
08-31-2012
10:00 AM

9. ISSUED BY CODE 10. THIS ACQUISITION IS

Dori Dabbs
Department of Veterans Affairs
VISN 6 Centralized Acquisition Service
1601 Brenner Ave
Salisbury NC 28144

UNRESTRICTED OR SET ASIDE: 100 % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561621

HUBZONE SMALL BUSINESS EDWOSB

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD:
\$12.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING
N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE

Department of Veterans Affairs
VISN 6 Centralized Acquisition Service
1601 Brenner Ave
Salisbury NC 28144

16. ADMINISTERED BY CODE

Dori Dabbs
Contract Specialist
704-638-9000 x3219
dori.dabbs2@va.gov

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

TELEPHONE NO.

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
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>A) Access Control/ Card Readers (External Doors for Facility Lock-Down) - Salisbury VA Medical Center</p> <p>B) Access Control PACS/Intrusion Detectors (Data Closets)- Salisbury VA Medical Center</p> <p>See Statement of Work beginning on page 4</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
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
VISN 6 Centralized Acquisition Service
1601 Brenner Ave
Salisbury NC 28144
704-638-9000 x3219 or 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 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 - Upon completion of install, integration, and acceptance

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

B.2 STATEMENTS OF WORK

It is highly recommended that offeror visit the site to see full scope of the projects and review the existing and proposed work. It also provides an opportunity to meet with key personnel and ask questions. Offers that appear to not understand the full scope of the projects will not be considered.

Site Visit: Wednesday August 22, 2012

Time: **9:00 AM** for Project A and **1:00 PM** for Project B (Times are eastern time)

Directions: Building 12 is located behind Building 1. For Salisbury VAMC map: <http://www.salisbury.va.gov/visitors/campus.asp>

Because of the urgency of this requirement, no other dates are available.

Please contact dori.dabbs2@va.gov if you plan to attend the site visit.

All quotes MUST include ALL work (both projects) to provide a complete and finished product to include (if appropriate but not limited to) all electrical disconnections and reconnections, all cover plates, finish trim, certifications, training, etc. When work is completed with this project, it is expected the Government will be able to take full benefit of the finished product without additional work required.

PROJECT A **Access Control/Card Readers – Salisbury NC** **(External Doors for Facility Lock-Down)**

A1. INTRODUCTION

National Mandates

Homeland Security Presidential Directive 12 (HSPD-12) requires federal agencies to issue secure and reliable identification to all employees and contractors. FIPS Publication 201-1 -*Personal Identify Verification (PIV) of Federal Employees and Contractors*, issued by NIST, establishes the technical specifications for the smart cards that respond to this requirement.

HSPD-12 requires Federal agencies to provide a common ID credential system for all federal employees and contractors. PIV badges are electronically verifiable and protected by digital certificates, biometric data, and a PIN code. These credentials are issued, tracked, and revoked from a central management system and require applicant background checks.

On February 3, 2011, the Office of Management and Budget (OMB) released Memorandum 11-11, *Continued Identification of Homeland Security Presidential Directive (HSPD) 12* that requires all federal agency systems be enabled to use PIV credentials in accordance with NIST guidelines. OMB directs agencies to use PIV badges in daily operations and integrate centrally managed PIV badge systems with the physical access control systems (PACS). PACS readers must, at a minimum, extract unique token identifier information from the PIV badge and by FY 2012 the existing federal physical and logical access control systems must be upgraded to use PIV credentials.

Objective

The objective of this Statement of Work is to provide the necessary equipment to allow Veterans Affairs Police from its Police Dispatch Center to have the means to quickly lock down buildings, identified in Appendix 2A, by either all buildings at once, individual buildings, or groups of buildings identified in zones by the use of a computer.

Scope of Work: The contractor will provide and install an access control/card readers on specified doors in the facility as listed in Appendix 2A. The system will consist of Proximity Readers at pre-determined locations on the exterior and interior as listed in Appendix 2A. These readers will be hard wired and networked to a computer, provided by the contractor, in the police dispatch office. Contractor will provide equipment and materials necessary to connect the readers to those computer(s) located in the police dispatch office. The contractor is required to place or upgrade PACS equipment at the Salisbury VA in order to bring them into compliance with VA's enterprise PACS requirements; to identify the equipment, software, and data deliverables that are required from the contractor; and to identify applicable requirements and/or restrictions.

The Contractor will provide the equipment necessary for the installation of this project.

A.2 APPLICABLE DOCUMENTS

The following documents form a part of the requirements of this Statement of Work to the extent specified

FIPS 201-1 - *Personal Identity Verification (PIV) of Federal Employees and Contractors*

SP 800-73 - *Interfaces for Personal Identify Verification*

SP 800-116 – *A Recommendation for the Use of PIV Credentials in Physical Access Control Systems (PACS)*

VA Physical Access Control Systems (PACS) Requirements

VA Master Construction Specifications

01 00 00 General Requirements

26 05 11 Requirements for Electrical Installations

26 05 21 Low-Voltage Electrical Power Conductors and Cables (600 Volts and Below)

26 05 26 Grounding and Bonding for Electrical Systems

26 05 33 Raceway and Boxes for Electrical Systems

28 05 00 Common Work Results for Electronic Safety and Security

28 05 13 Conductors and Cables for Electronic Safety and Security

28 08 00 Commissioning of Electronic Safety and Security

28 13 00 Physical Access Control System (PACS)

28 13 16 Physical Access Control System and Database Management

Note: All work shall comply with VA departmental construction standards, NFPA Codes including NEC, industry standards and applicable manufacturer's installation and user manuals.

Project Management

The contractor shall perform all management tasks that are required to perform the tasks identified herein in accordance with the established schedule and to report the status/progress of these tasks to the local VA point-of-contact and the VA COR.

Planning

The contractor shall develop and maintain a project plan that identifies tasks to be performed and the resources, facilities, tools, and materials needed to accomplish these tasks effectively. The plan shall explicitly include task dependencies so that the impact of a delay in completing any task can be readily identified.

Personnel

The contractor shall provide, schedule, supervise, and manage all personnel required to perform the tasks required by this statement of work. The contractor shall ensure that all personnel are properly trained and licensed for the work that they are assigned. The contractor shall coordinate all requirements for escorts with the local VA designated point-of-contact at least one week in advance of required access. All contractor personnel shall comply with facility requirements for sign-in and badge display. The contractor shall promptly remove and replace any of its personnel who do not comply with VA requirements. The contractor shall be responsible for any delays or other impact due to misconduct on the part of its employees or subcontractors.

Reporting

The contractor shall regularly report project status, progress and issues to the VA COR during the term of this contract. Reporting shall be on a weekly basis during the installation phase.

Licenses and Regulations

The contractor shall ensure that the company and all assigned personnel have appropriate background investigations in accordance with VA requirements, licensed in accordance with state and local requirements, and that all work performed complies with applicable regulations and codes. In addition, contractor will coordinate with the COR to insure that all personnel are in possession of a non-PIV card prior to work start.

Quality Assurance

The contractor shall perform all tests, inspections, and other actions that are required to verify that products, documents, and services meet the requirements of this Statement of Work, project objectives, and best commercial practices. The contractor shall maintain records that document the performance of quality assurance tasks and shall provide these records to VA on request.

Requirements: Vendor shall provide all labor, equipment and material required to mount, provide power to, and install proximity readers, associated hardware and associated replacement door hardware as needed. Vendor is responsible for providing electrical power as needed per NEC. Vendor will utilize nearest appropriate power branch circuit having adequate capacity to provide required service. Under no circumstances is vendor to utilize and lighting branch circuit or switch-leg for power. All wiring shall be enclosed in EMT conduit, properly installed per NEC with compression fittings.

Prior to installation a walk-thru with the COR and the Contractor will be conducted to identify specific locations to install proximity readers, replacement door hardware, and corresponding security system. Proximity readers will be located on doors as indicated in Appendix 2A. Contractor will survey existing systems to insure they are on the approved list and compatible with the new systems. If not, Contractor will replace existing system with equipment/software that is compatible and on the approved list, see Appendix 1A.

Constraints: Contractor must pre-notify the COR and Police Service if work is to be conducted during non-normal duty hours (i.e. evenings, nights, weekends, etc.).

Deliverables: The physical access control systems products, identified in Appendix 1A, are the only known physical access control systems that meets the requirement for use with the PIV-ID card. Consequently, the physical access control systems products listed in Appendix 1A are the only systems that will be considered for installation. Readers shall be listed on the GSA Approved Product and supported by the manufacturer of the PACS on which they are installed. A products list may be accessed at www.idmanagement.gov

NOTE: Contractor is highly encouraged to visit the site (at contractor’s expense) prior to submitting any proposals for the proposed work.

ABBREVIATIONS

COR	Contracting Officer’s Representative
FIPS	Federal Information Processing Standard
GSA	General Services Administration
NIST	National Institute of Standards and Technology
OMB	Office of Management and Budget
PACS	Physical Access Control System
SP	NIST Special Publication

APPENDIX 1A: APPROVED PRODUCTS LIST

Physical Access Control Systems

General Electric Facility Commander

Hirsch Velocity v3.1

Johnson Controls P2000

Lenel OnGuard 2010

Software House C*Cure 9000

Contactless PIV Readers

Readers shall be listed on the GSA Approved Products and supported by the manufacturer of the PACS on which they are to be installed: <http://fips201ep.cio.gov/apl.php>

APPENDIX 2A: Doors requiring access control

Salisbury VA

Item #	Building Number	Location	Type of Door (Single, Double, or Sliding)
1	1	West Facing	1 double glass sliding
2	1	South Facing	Double with full glass
3	1	North Facing	Double with full glass
4	2	East Facing (main)	1 double sliding glass

5	2	North Facing (ER)	1 double sliding glass
6	2	South Facing (to Bldg. 4)	1 double sliding glass
7	2	West Facing (to ambulance ent)	1 double sliding glass
8	2	South Facing (to tunnel)	1 double sliding glass
9	2	Loading Dock	1 double sliding glass
10	3	East Facing	2 double sliding glass
11	3	North Facing	1 double sliding glass
12	3	South Facing	1 double sliding glass
13	3	West Facing (lower level)	1 double sliding glass
14	3	West Facing (lower level)	1 metal, upper glass
15	4	East Facing	1 double sliding glass
16	4	East Facing	1 double sliding glass
17	4	West Facing	1 double metal, w/ glass
18	4	West Facing	1 metal with upper glass
19	4	Lower Level	1 double sliding glass
20	5	South Facing (to tunnel)	1 double metal, upper glass
21	5	North Facing	1 single metal
22	5	Loading Dock	1 double sliding glass
23	6	West Facing (lower level)	1 double sliding glass
24	6	North Facing	Double wood, upper glass
25	6	North Facing	3 single glass
26	6	South Facing (Voluntary Service)	1 double glass
27	6	East Facing	1 double sliding glass
28	6	East Facing	1 double sliding glass
29	6	South Facing	2 double metal, w/ glass
30	6	West Facing (in tunnel)	1 metal
31	6	West Facing (to smoking shelter)	1 metal
32	7	West Facing	1 double sliding glass
33	7	West Facing	1 double sliding glass
34	7	North Facing	1 double metal with glass
35	7	North Facing	1 double metal, upper glass
36	7	North Facing	1 double metal, upper glass
37	7	East Facing	1 metal
38	7	South Facing	1 metal
39	7	East Interior to tunnel	1 double sliding glass
40	7	South Interior	2 glass
41	11	North Facing	1 double sliding glass
42	11	North Facing	1 double sliding glass
43	11	North Facing	1 double sliding glass
44	11	South Facing (lower level)	1 double sliding glass

Appendix 2A (continued)

Item #	Building Number	Location	Type of (Single, Double, or Sliding)
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45	11	South Facing	1 single glass
46	11	South Facing	Single glass
47	11	West Facing	Single glass
48	11	West Facing	Single glass
49	11A	North Facing	Single metal
50	11A	West Facing	Single metal
51	11A	South Facing	Single metal, upper glass
52	11B	North Facing	Single metal
53	11B	East Facing	Single metal
54	11B	South Facing	Single metal, upper glass
55	11C	North Facing	Single metal
56	11C	South Facing	Single metal
57	11C	West Facing	Single metal, upper glass
58	12	East Facing	Wood, upper glass
59	12	North Facing	Single metal
60	12	North Facing	Wood, upper glass
61	12	South Facing	Wood, upper glass
62	15	North Facing	Wood, upper glass
63	16	West Facing	Double metal, upper glass
64	17	South Facing	Single metal, upper glass
65	17	North Facing	Single metal
66	18	North Facing	Double metal, upper glass
67	19	South Facing	Double wood
68	19	South Facing	Double metal
69	19	East Facing	Double metal, upper glass
70	21A	North Facing	Single metal, upper glass
71	21A	East Facing	Single metal, upper glass
72	21B	North Facing	Single metal, upper glass
73	21B	East Facing	Single metal, upper glass
74	21	East Facing	Double sliding glass
75	21	North Facing	Double glass
76	21	South Facing	Double glass
77	21	West Facing	Single metal, upper glass
78	21	West Facing	Single metal
79	42	North Facing	Double sliding glass
80	42	East Facing	Single sliding glass
81	42	West Facing	Double swinging glass
82	42	North Facing	Double glass
83	42	North Facing (Hospice)	Double glass
84	42	East Facing (Hospice)	Double glass

PROJECT B
**Access Control (PACS) / Intrusion Detectors - Installation of
Commercial Telecommunications / Data Closets - Salisbury, NC**

1. INTRODUCTION

National Mandates

A recent change to VA Handbook 0730 (change 2) requires that each Commercial telecommunications/data closet be fitted with an Intrusion detection system. In addition, the change requires that each closet be fitted with a PACS system possessing an assurance level designation of high.

As part of VISN 6's initiative to come into compliance with VA Handbook 0730 Change 2, this initiative will provide for an intrusion detection/PACS system for each Telecommunications/Data Closet located in each of the medical centers in VISN 6.

Motion Intrusion Detectors - An intrusion detection alarm system which detects entry into the room and which broadcasts a local alarm of sufficient volume to cause an illegal entrant to abandon a burglary attempt. Intrusion detector equipment which operates on the principle of narrow beam interception, door contacts, microwave, or photoelectric eyes are unacceptable as the primary means of detection. Intrusion detectors must have the following essential features.

- (1) An internal, automatic charging DC standby power supply and a primary AC power operations.
- (2) A remote, key operated activation/deactivation switch installed outside the room and adjacent to the room entrance door frame and/or a central alarm ON-OFF control in the Police office or other monitoring location. For personal safety reasons, alarm switches and panels will be located outside of the protected space.
- (3) An automatic reset capability following intrusion detection.
- (4) A local alarm level of 80 dB (min) to 90 dB (max) within the configuration of the protected area.
- (5) An integral capability for the attachment of wiring for remote alarm and intrusion indicator equipment (visual or audio).
- (6) A low nuisance alarm rate as defined in VA Master Specifications, Division 28 - Electronic Safety and Security "28 16 11 INTRUSION DETECTION SYSTEM"

Electronic Physical Access Control Systems (PACS)

For monitoring and controlling access to areas identified as requiring high or medium levels of assurance. PACS systems are not used for recording employee time and attendance.

(1) For pharmacies and similar Services, PACS will be used to protect the perimeter of operations areas. In the case of pharmacies, this refers to spaces where pharmaceuticals are mixed, packaged, assembled or otherwise prepared for distribution to patients. Administrative offices and similar spaces do not need to be protected with PACS, unless indicated by a local vulnerability assessment.

(a) Access Safeguard. To prevent learning codes through keypad observations

or use of stolen or found access cards.

(b) Time Sensitive. The ability to program access by user, by shift and day.

(c) Area Sensitive. The ability to program access by door and area for each individual user.

(d) Fail-Safe. The ability to maintain access security if the system goes down (i.e. bypass key).

(e) Access Record/Audit Trail. The ability to provide for periodic or on demand print-out of names and time/dates of individual accessing. Records of access or audit trails will not be used for employee time and attendance purposes.

(f) User Coverage. The number of individual access codes that the system will accommodate.

(g) Personal Identifier Number (PIN) Codes. Access control systems protecting PACS high security areas, such as controlled substance storage, primary computer and communications rooms, research or clinical laboratories that store, use or develop biohazardous materials, require a PIN number as a secondary personal authentication to be used in addition to card readers. "Scramble Pad" type PIN readers are recommended when PIN systems are installed. See the table below for specific VA identified required locations.

(h) Biometric Systems. Biometric security systems are those that use a personal measurement, such as fingerprints, hand geometry, facial geometry or iris scans, as authentication. Biometric devices can be used in lieu of PIN systems in PACS high protected spaces, but only as a secondary form of authentication. Biometric measurements may also be used in addition to a PIN in high security applications.

(i) Compliance with Federal Standards. New installations or retrofitted access control systems will be compliant with technology described in Federal Information Processing Standard (FIPS) Publication 201, Personal Identity Verification of Federal Employees and Contractors, and the document "PACS Implementation Guidance, Version 2.2 (July 30, 2004), published by the Physical Access Interagency Interoperability Working Group of the GSA Government Smart Card Interagency Advisory Board. This requires that such systems will meet the ISO/IEC 14443 a/b, Parts 1-4 standard for contactless (proximity) card systems, or the ISO/IEC 7816 Standard for contact-type cards. Facilities may continue to use existing PACS that operate on older technology (Magnetic Stripe, 2nd Generation bar code, etc.) as an interim measure until replacement systems are acquired and installed as part of normal equipment lifecycles.

Further information on VA Smart Card operated PACS requirements can be found in the most recent edition of the document: "Physical Access Control Recommendations for the Department of Veterans Affairs." Guidance and assistance with the standards can be obtained from the Office of Security and Law Enforcement.

Scope of Work: The contractor will provide and install an access control/card readers and intrusion detection systems in specified rooms in the facility as listed in Appendix 2B. The system will consist of Proximity Readers and Intrusion detection System at pre-determined locations as listed in Appendix 2B. These readers/intrusion detector will be hard wired and networked to a computer, provided by the contractor, in the police dispatch office. Contractor will provide equipment and materials necessary to connect the readers to those computer(s) located in the police dispatch office. The contractor is required to place or upgrade PACS equipment at the Salisbury VA in order to bring them into compliance with VA's enterprise PACS requirements; to identify the equipment, software, and data deliverables that are required from the contractor; and to identify applicable requirements and/or restrictions.

The Contractor will provide the equipment necessary for the installation of this project.

APPLICABLE DOCUMENTS

The following documents form a part of the requirements of this Statement of Work to the extent specified

VA Handbook 0730/2, dated 27 May 2010

FIPS 201-1 - *Personal Identity Verification (PIV) of Federal Employees and Contractors*

SP 800-73 - *Interfaces for Personal Identify Verification*

SP 800-116 – *A Recommendation for the Use of PIV Credentials in Physical Access Control Systems (PACS)*

VA Physical Access Control Systems (PACS) Requirements

VA Master Construction Specifications

01 00 00 General Requirements

26 05 11 Requirements for Electrical Installations

26 05 21 Low-Voltage Electrical Power Conductors and Cables (600 Volts and Below)

26 05 26 Grounding and Bonding for Electrical Systems

26 05 33 Raceway and Boxes for Electrical Systems

28 05 00 Common Work Results for Electronic Safety and Security

28 05 13 Conductors and Cables for Electronic Safety and Security

28 08 00 Commissioning of Electronic Safety and Security

28 13 00 Physical Access Control System (PACS)

28 13 16 Physical Access Control System and Database Management

Note: All work shall comply with VA departmental construction standards, NFPA Codes including NEC, industry standards and applicable manufacturer's installation and user manuals.

Project Management

The contractor shall perform all management tasks that are required to perform the tasks identified herein in accordance with the established schedule and to report the status/progress of these tasks to the local VA point-of-contact and the VA COR.

Planning

The contractor shall develop and maintain a project plan that identifies tasks to be performed and the resources, facilities, tools, and materials needed to accomplish these tasks effectively. The plan shall explicitly include task dependencies so that the impact of a delay in completing any task can be readily identified.

Personnel

The contractor shall provide, schedule, supervise, and manage all personnel required to perform the tasks required by this statement of work. The contractor shall ensure that all personnel are properly trained and licensed for the work that they are assigned. The contractor shall coordinate all requirements for escorts with the local VA designated point-of-contact at least one week in advance of required access. All contractor personnel shall comply with facility requirements for sign-in and badge display. The contractor shall

promptly remove and replace any of its personnel who do not comply with VA requirements. The contractor shall be responsible for any delays or other impact due to misconduct on the part of its employees or subcontractors.

Reporting

The contractor shall regularly report project status, progress and issues to the VA COR during the term of this contract. Reporting shall be on a weekly basis during the installation phase.

Licenses and Regulations

The contractor shall ensure that the company and all assigned personnel have appropriate background investigations in accordance with VA requirements, licensed in accordance with state and local requirements, and that all work performed complies with applicable regulations and codes. In addition, contractor will coordinate with the COR to insure that all personnel are in possession of a non-PIV card prior to work start.

Quality Assurance

The contractor shall perform all tests, inspections, and other actions that are required to verify that products, documents, and services meet the requirements of this Statement of Work, project objectives, and best commercial practices. The contractor shall maintain records that document the performance of quality assurance tasks and shall provide these records to VA on request.

Requirements: Vendor shall provide all labor, equipment and material required to mount, provide power to, and install proximity readers/intrusion detection system, associated hardware and associated replacement door hardware as needed. Vendor is responsible for providing electrical power as needed per NEC. Vendor will utilize nearest appropriate power branch circuit having adequate capacity to provide required service. Under no circumstances is vendor to utilize and lighting branch circuit or switch-leg for power. All wiring shall be enclosed in EMT conduit, properly installed per NEC with compression fittings.

Prior to installation a walk-thru with the COR and the Contractor will be conducted to identify specific locations to install proximity readers, replacement door hardware, and corresponding security system. Proximity readers/intrusion detectors will be located on doors as indicated in Appendix 2B. Contractor will survey existing systems to insure they are on the approved list and compatible with the new systems. If not, Contractor will replace existing system with equipment/software that is compatible and on the approved list, see Appendix 1B.

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

No VA sensitive information will be stored, generated, transmitted or exchanged from the PACS system used for telecommunications-data closets access control.

Contractor must be Safety Act Certified.

Vendor must provide a 1-year parts/support warranty on all equipment for the computer/security system.

Vendor will ensure all wall penetrations are filled with appropriate fire-stop material. Contractor must coordinate inspections of penetrations with VA personnel.

Constraints: Contractor must pre-notify the COR and Police Service if work is to be conducted during non-normal duty hours (i.e. evenings, nights, weekends, etc.).

Vendor must be able to respond within 2-hours when there is a reported problem or systems' failure with the security system.

Deliverables: The physical access control systems products, identified in Appendix 1B, are the only known physical access control systems that meets the requirement for use with the PIV-ID card. Consequently, the physical access control systems products listed in Appendix 1B are the only systems that will be considered for installation. Readers shall be listed on the GSA Approved Product and supported by the manufacturer of the PACS on which they are installed. A products list may be accessed at www.idmanagement.gov.

NOTE: Contractor is highly encouraged to visit the site (at contractor's expense) prior to submitting any proposals for the proposed work.

ABBREVIATIONS

COR	Contracting Officer's Representative
FIPS	Federal Information Processing Standard
GSA	General Services Administration
NIST	National Institute of Standards and Technology
OMB	Office of Management and Budget
PACS	Physical Access Control System
SP	NIST Special Publication

APPENDIX 1B: APPROVED PRODUCTS LIST

Physical Access Control Systems

General Electric Facility Commander

Hirsch Velocity v3.1

Johnson Controls P2000

Lenel OnGuard 2010

Software House C*Cure 9000

Contactless PIV Readers

Readers shall be listed on the GSA Approved Products and supported by the manufacturer of the PACS on which they are to be installed:

<http://fips201ep.cio.gov/apl.php>

APPENDIX 2B: Doors requiring access control/intrusion alarms (Data Closets)

Salisbury, NC

Building	Room	Door Location	Type of door (single, double, sliding)
1	116	1 st Floor	Single
2	1D113	1 st Floor	Single
2	1190	1 st Floor	Single

2	1190A	1 st Floor	Single
2	2026	2 nd Floor	Single
2	3163	3 rd Floor	Single
2	4032	4 th Floor	Single
2	5112	5 th Floor	Single
3	1112	1 st Floor	Single
3	1026C	1 st Floor	Single
3	2096	2 nd Floor	Single
3	3028	3 rd Floor	Single
3	4045	4 th Floor	Single
4	1035	1 st Floor	Single
4	2014	2 nd Floor	Single
4	3030	3 rd Floor	Single
4	4032	4 th Floor	Single
5	1021C	1 st Floor	Single
5	Switch room	1 st Floor	Single
6	1032	1 st Floor	Double
6	G069	Gr Floor	Dutch Door
7	1045	1 st Floor	Single
11	186	1 st Floor	Single
11A	106	1 st Floor	Single
11B	106	1 st Floor	Single
11C	106	1 st Floor	Single
12	108	1 st Floor	Single
13	214	2 nd Floor	Single
15	112	1 st Floor	Single
16	Laundry	1 st Floor	Open Area
17	Warehouse	1 st Floor	Caged in open area
18	Boiler Plant	1 st Floor	Open Area
19	112	1 st Floor	Open Area
21	1B114	1 st Floor	Double Door
21	1C114	1 st Floor	Double Door
21	2B114	2 nd Floor	Double Door
21	2C114	2 nd Floor	Double Door
21	BB103	Gr Floor	Double Door
21	BC118	Gr Floor	Double Door

Appendix 2B (continued)

Building	Room	Door Location	Type of Door (Single, Double, or Sliding)
21A	119	1 st Floor	Single
21B	119	1 st Floor	Single
42	148	Gr Floor	Single
42		1 st Floor	Single

	1A136		
42	1C135	1 st Floor	Single
42	2A128	2 nd Floor	Single
42	2C135	2 nd Floor	Single
		Salisbury Annex	
	106		Single
		Charlotte Clinic	
300	109	1 st Floor	Single
300	208	1 st Floor	Single
300	298A	1 st Floor	Single
300	298B	1 st Floor	Single
		Winston Clinic	
200	215	1 st Floor	Single
200	408	1 st Floor	Single
200	505	1 st Floor	Single
200	918	1 st Floor	Single
		Winston Annex	
	123	1 st Floor	Single
		Hickory Clinic	
401	139	1 st Floor	Single

General Requirements – Projects A and B

All employees of the vendor and subcontractors shall comply with the VA security management program and obtain permission of the VA police, be identified by the contract and employer, and restricted from unauthorized access. This will be coordinated with the VA Police by the contracting officer's representative (COR).

The vendor's employees shall not enter the work site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site. Badges shall be provided by the Government to the vendor for distribution to on-site employees of the vendor and all Subcontractors. The vendor shall maintain a log of Badge ID numbers and names of employees the badges were issued to. Updated badge log shall be given to the COR weekly or less frequently if directed by COR. Lost badges shall be reported immediately to the COR and the General Contractor will be responsible for a \$10.00 fee for all lost or unreturned badges.

For working outside the “regular hours” as defined in the contract, the vendor shall give 3 day notice to the Contracting Officer so that arrangements can be provided for the employees. This notice is separate from any notices required for utility shutdown described later in this section. No photography of VA premises is allowed without written permission of the Contracting Officer.

VA reserves the right to close down or shut down the project site and order the vendor’s employees off the premises in the event of a national emergency. The vendor may return to the site only with the written approval of the Contracting Officer.

Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with COR.

Fire Extinguishers: Provide and maintain extinguishers in work areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.

Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with COR. Obtain permits from facility Safety Manager at least 24 hours in advance.

Execute work so as to interfere as little as possible with normal functioning of Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied jointly by patients or medical personnel, and Contractor's personnel, except as permitted by COR where required by limited working space.

All Buildings will be occupied during performance of work. Contractor shall take all measures and provide all material necessary for protecting existing equipment and property in affected areas against dust and debris, so that equipment and affected areas to be used in the Medical Centers operations will not be hindered. Coordinate alteration work in areas occupied by Department of Veterans Affairs so that Medical Center operations will continue during the installation period.

No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of COR. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Medical Center Director's prior knowledge and written approval. The vendor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

Establish and maintain a dust control program as part of the vendor's infection preventive measures in accordance with the guidelines provided as specified here. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to COR for review a minimum of two weeks prior to the start of work at each site. All personnel involved in the installation or renovation activity shall be educated and trained in infection prevention measures established by the medical center.

In general, following preventive measures shall be adopted during installation of new equipment to keep down dust and prevent mold. Dampen debris to keep down dust and provide temporary construction partitions in existing structures where directed by COR. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction. Do not perform dust producing tasks within occupied areas without the approval of the COR.

Provide dust proof one-hour fire-rated temporary drywall barriers to completely separate installation work that may result in dust generation from the operational areas of the hospital in order to contain dirt debris and dust. Barriers shall be sealed and made presentable on hospital occupied side. Install a self-closing rated door in a metal frame, commensurate with the partition, to allow worker access. Maintain negative air at all times. A fire retardant polystyrene, 6-mil thick or greater plastic barrier meeting local fire codes may be used where dust control is the only hazard, and an agreement is reached with the COR and Medical Center.

Vacuum all transition areas from construction to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration. Maintain surrounding area frequently. Remove debris as they are created. Transport these outside the construction area in containers with tightly fitting lids.

NOTE: If the vendor can show that the installation of new security equipment and related work will not result in creation of significant dust or other contaminants then some or all of the requirements for dust protection can be deleted or modified as approved by the COR.

Normal working hours will be used to complete this contract unless otherwise indicated. Normal working hours shall be 7:30 AM to 4:00 PM, Monday through Friday – Federal Holidays or any other Holiday designated by the President of the United States excluded. Deviations from normal working hours must be approved in writing from the Contracting Officer no less than 72 hours in advance.

Any electrical work required for the installation of the new security system must meet the International Building Code (IBC), National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL) and National Fire Protection Association (NFPA) as minimum installation requirement standards.

Materials and equipment furnished shall be of current production by manufacturers regularly engaged in the manufacture of such items, for which replacement parts shall be available.

All electrical work must comply with the requirements of NFPA 70 (NEC), NFPA 70B, NFPA 70E, OSHA Part 1910 subpart J, OSHA Part 1910 subpart S and OSHA Part 1910 subpart K in addition to other references required by contract.

New work shall be installed and connected to existing work neatly, safely and professionally. Disturbed or damaged work shall be replaced or repaired to its prior conditions.

In addition to the requirements of the NEC, install an identification sign which clearly indicates information required for use and maintenance of items such as switchboards and panel boards, fused and unfused safety switches, separately enclosed circuit breakers, and individual breakers.

The Government's approval shall be obtained for all equipment and materials used for the installation of the security system before delivery to the job site. Delivery, storage or installation of equipment or materials which have not had prior approval will not be permitted at the medical center. All submittals shall include adequate descriptive literature, catalog cuts, shop drawings and other data necessary for the Government to ascertain that the proposed equipment and materials comply with specification requirements and codes.

Minimum size for any conduit installation required for the security system is 3/4”.

Mechanical, electrical and associated systems shall be safe, reliable, efficient, durable, easily and safely operable and maintainable, easily and safely accessible, and in compliance with applicable codes as specified. The systems shall be comprised of high quality institutional-class and industrial-class products of manufacturers that are experienced specialists in the required product lines.

All items furnished shall be free from defects that would adversely affect the performance, maintainability and appearance of individual components and overall assembly.

Exercise care in storage and handling of equipment and refrigerant piping material to be incorporated in the work.

Under no circumstances will medical gas piping be used for support of any conduit, cable, box or other device as part of this project; medical gas piping includes oxygen, nitrogen, medical air and vacuum lines.

For all new penetrations required through walls and floors the vendor shall install sleeves during installation of the security project. For new floor penetrations extend the sleeve one inch above finished floor and provide sealant for watertight joint. Penetrations are not allowed through beams or ribs, but may be installed in concrete beam flanges. Any deviation from these requirements must receive prior approval of the Chief Engineer. Vendor will ensure all wall penetrations are filled with appropriate fire-stop material. Contractor must coordinate inspections of penetrations with VA personnel.

Cut holes through concrete and masonry by rotary core drill. Pneumatic hammer, impact electric and hand or manual hammer type drill will not be allowed, except as permitted by Chief Engineer where working area space is limited.

Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations and as approved by the Chief Engineer or his representative.

Where the Government determines that the vendor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled or remedial action performed as directed at no additional cost to the Government.

Submit complete consolidated and coordinated layout drawings for installation of the new security project for approval at each medical center at a minimum of two weeks prior to starting work. The drawings shall include plan views, elevations and sections of all systems and shall be on a scale of not less than 1:32 (3/8-inch equal to one foot). Clearly identify and dimension the proposed locations of the principal items of equipment. The drawings shall clearly show locations and adequate clearance for all equipment, piping, valves, control panels and other items.

The Government will evaluate each proposal to determine if all aspects of the project are being quoted to accomplish full and complete system integration and implementation. Proposals that propose equipment not found on the Approved Products list (Appendixes 1A and 1B) will not be considered. Quotes are expected to include and reflect all requirements outlined in the Statement of Work to achieve fully working and operational security systems upon completion.

DEADLINE for questions is 10:00am EST, August 27, 2012.

B.3 PRICE/COST SCHEDULE

CLIN	Name	Description	Cost
1	Project A	Access Control/Card Readers (External Doors for Facility Lock-Down) – Salisbury NC	
		Materials	

		Labor	
2	Project B	Access Control/Card Readers (PACS)/Intrusion Detectors Installation of Commercial Telecommunications- Data Closets– Salisbury, NC	
		Materials	
		Labor	
	TOTAL		

B.4 DELIVERY SCHEDULE

Place of performance:

VA Medical Center
1601 Brenner Avenue
Salisbury, NC 28144

B.5 INSTRUCTIONS TO OFFERORS

1. **METHOD OF AWARD.** The Government will award a Contract/ purchase order to awardee. Award may be made without discussions with the offeror(s), other than discussions conducted for the purpose of minor clarifications. The Government reserves the right to conduct discussions if it is determined by the Contracting Officer to be necessary. The initial offer should contain the best terms from a cost or price standpoint.

2. **PROPOSAL SUBMISSION.** The Offeror is asked to respond in accordance with the instructions of this solicitation. Submissions shall include:

Proposal/ quote for BOTH projects. Proposal/quote for only one of the required projects will NOT be accepted. Proposal/quote shall state equipment (including brand names and models) to be used.

Each offeror shall provide information about the company's past performance within the last 3 years and should include a minimum of 2 VA or federal government references. References should include the following minimum information:

- i. Name of Agency
- ii. Point of Contact
- iii. POC phone number and email address
- iv. Duration of contract (or start date if on-going)

3. EVALUATION. The following factors are being used to evaluate proposals

Factor 1 - TECHNICAL

Proposal will be evaluated on its conformance to the solicitation and disclosure of products to be used, and whether they are on approved products list outlined in the solicitation.

Factor 2 – PAST PERFORMANCE

The offeror's past performance with Government and industry will be evaluated. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality work. Emphasis will be on recent, relevant past performance in the previous 3 years with particular emphasis given to past performance with the VA. Recent is defined as work performed within the last three years. Relevant is defined as work similar in complexity and magnitude of the work described in the Statement of Work. Identify all federal, state, and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or have been completed within the last three years. Include the following information for each contract: company name and address, name, telephone number, and email of responsible individuals who have first-hand knowledge of performance relative to the same type of services, dates of contracts performance and total contract value.

Factor 3 - PRICE

Total price will be evaluated by the Government. In evaluating the offeror's proposed price for this project, the government concern includes determining whether: 1) It reflects the prospective Contractor's understanding of the project and ability to successfully organize and perform the contract; 2) It is based on adequate estimating procedures, supported by backup documentation and is realistic in terms of the offeror's proposed technical approach; and 3) It reasonably reflects affordability when compared to the Government Cost Estimate.

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

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

C.2 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.3 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 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.4 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

c. 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 contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

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

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

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

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

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

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

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

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

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

l. 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 30 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 30 days.

l. 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 \$200.00 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.

(End of Clause)

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

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

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

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

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

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

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

(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 (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

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

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

(11) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (MAR 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

(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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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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 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.2 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Underwriters Laboratories as to electrical standards. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

E.3 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.4 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

E.5 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

E.6 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Technical
- Past Performance
- Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

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

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

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

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

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

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined

in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

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

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

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"--

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

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

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements -- Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

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

(2) Representation and Certification. 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; and

(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.

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

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

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

(End of Provision)