

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 82	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C10B19Q0057	
6. SOLICITATION ISSUE DATE 11-09-2018		7. FOR SOLICITATION INFORMATION CALL: a. NAME Joseph Pignataro, Contract Specialist		b. TELEPHONE NO. (No Collect Calls) 732-795-1115		8. OFFER DUE DATE/LOCAL TIME 11-16-2018 3pm, EST	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$27.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO See Delivery Schedule Eatontown NJ 07724			
16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971 PHONE: _____ FAX: _____				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO. 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
See Section B.		Type of Contract: Firm Fixed Price (FFP)		Alternate POC: Asif Damji, 732-440-9674		Period of Performance: 12 months with four 12-month option periods.	
Title: National Teleradiology Program Picture Archive and Communicatoin System Service and Support		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Asif Damji Contracting Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (*e.g.*, restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.2 SOFTWARE LICENSE, MAINTENANCE AND TECHNICAL SUPPORT:

(1) Definitions.

- (a) Licensee. The term "licensee" shall mean the U.S. Department of Veterans Affairs ("VA") and is synonymous with "Government."
- (b) Licensor. The term "licensor" shall mean the contractor having the necessary license or ownership rights to deliver license, software maintenance and support of the computer software being acquired. The term "contractor" is the party identified in Block 17a on the SF1449. If the contractor is a reseller and not the Licensor, the contractor remains responsible for performance under this order.

- (c) Software. The term “software” shall mean the licensed computer software product(s) cited in the Schedule of Supplies/Services.
- (d) Maintenance. The term “maintenance” is the process of enhancing and optimizing software, as well as remedying defects. It shall include all new fixes, patches, releases, updates, versions and upgrades, as further defined below.
- (e) Technical Support. The term “technical support” refers to the range of services providing assistance for the software via the telephone, email, a website or otherwise.
- (f) Release or Update. The term “release” or “update” are terms that refer to a revision of software that contains defect corrections, minor enhancements or improvements of the software’s functionality. This is usually designated by a change in the number to the right of the decimal point (e.g., from Version 5.3 to 5.4). An example of an update is the addition of new hardware.
- (g) Version or Upgrade. The term “version” or “upgrade” are terms that refer to a revision of software that contains new or improved functionality. This is usually designated by a change in the number to the left of the decimal point (e.g., from Version 5.4 to 6).

(2) Software License

- (a) Unless otherwise stated in the Schedule of Supplies/Services, the Performance Work Statement or Product Description, the software license provided to the Government is a perpetual, nonexclusive license to use the software
- (b) The Government may use the software in a networked environment.
- (c) Any dispute regarding the license grant or usage limitations shall be resolved in accordance with the Disputes Clause incorporated in FAR 52.212-4(d).
- (d) All limitations of software usage are expressly stated in the Schedule of Supplies/Services and the Performance Work Statement/Product Description.

(3) Software Maintenance and Technical Support

- (a) If the Government desires to continue software maintenance and support beyond the period of performance identified in this contract or order, the Government will issue a separate contract or order for maintenance and support. Conversely, if a contract or order for continuing software maintenance and technical support is not received the contractor is neither authorized nor permitted to renew any of the previously furnished services.
- (b) The contractor shall provide software support services, which includes periodic updates, enhancements and corrections to the software, and reasonable technical support, all of which are customarily provided by the contractor to its commercial customers so as to cause the software to perform according to its specifications, documentation or demonstrated claims.

(c) Any telephone support provided by contractor shall be at no additional cost.

(d) The contractor shall provide all maintenance services in a timely manner in accordance with the contractor's customary practice or as defined in the Performance Work Statement/Product Description. However, prolonged delay (exceeding 2 business days) in resolving software problems will be noted in the Government's various past performance records on the contractor (e.g., www.ppirs.gov).

(e) If the Government allows the maintenance and support to lapse and subsequently wishes to reinstate it, any reinstatement fee charged shall not exceed the amounts that would have been charged if the Government had not allowed the subscription to lapse.

(4) Disabling Software Code. The Government requires delivery of computer software that does not contain any code that will, upon the occurrence or the nonoccurrence of any event, disable the software. Such code includes but is not limited to a computer virus, restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits or hinders the use or access to any computer software based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria. If any such disabling code is present, the contractor agrees to indemnify the Government for all damages suffered as a result of a disabling caused by such code, and the contractor agrees to remove such code upon the Government's request at no extra cost to the Government. Inability of the contractor to remove the disabling software code will be considered an inexcusable delay and a material breach of contract, and the Government may exercise its right to terminate for cause. In addition, the Government is permitted to remove the code as it deems appropriate and charge the Contractor for consideration for the time and effort expended in removing the code.

(5) Manuals and Publications. Upon Government request, the contractor shall furnish the most current version of the user manual and publications for all products/services provided under this contract or order at no cost.

B.3 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C10B Asif Damji

Department of Veterans Affairs

Technology Acquisition Center

23 Christopher Way

Eatontown NJ 07724

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other [See B.4 Price Schedule]

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

Department of Veterans Affairs

Technology Acquisition Center

Financial Services Center

PO Box 149971

Austin TX 78714-8971

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

AMENDMENT NO	DATE

B.4 Price Schedule

All deliverables will be destination inspection, acceptance and F.O.B.

Inspection/Acceptance: Destination

All electronic deliverables shall be submitted to the Department of Veterans Affairs Project Manager and Contracting Officer's Representative.

The period of performance (PoP) shall be 12 months from date of award with four 12- month option periods.

The overall contract PoP shall not exceed 60 months.

Days used in the table below refer to calendar days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

<i>Base Period-The Base Period of Performance (PoP) shall be November 30, 2018 to November 29, 2019</i>					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	<p>Veteran Health Administration (VHA) National Teleradiology Program (NTP) in accordance with (IAW) paragraphs 1.1 through 1.5 of the Product Description (PD)</p> <p>The Contractor shall provide maintenance, software support, hardware support and ongoing system/application sustainment/development for the existing NTP PACS.</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraphs 1.1 through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD.</p> <p>*The unit price shall equal the monthly unit price for uptime performance of 99.9% and above.</p> <p>IAW Section 1.7 of the PD please complete the chart below with your proposal to include discounted monthly pricing in the event of system uptime lower than 99.9%:</p>	12	MO	*\$	\$

	Uptime Performance	Discount	Total				
	99.9% <= *	0%	*\$				
	99.8% <x<99.9%	5%	\$				
	99.6% <x<99.8%	10%	\$				
	99.4% <x<99.6%	15%	\$				
	99.0% <x<99.4%	20%	\$				
	Less than 99.0%	25%	\$				
	Government approval of invoices for payment shall be subject to successful completion of task requirements and associated deliverables required by the PD.						
0002	Training IAW PD paragraphs 1.6 inclusive of all subparagraphs. Training is a "not separately priced" (NSP) line item. All costs associated shall be allocated within firm fixed price sub-line Item Numbers (SLINs) 0002AA-0002AE.			12	MO	NSP	NSP
0002AA	Manhattan (1 day) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 A. Manhattan			1	EA	\$	\$

0002AB	<p>Durham (2 days)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 B. Durham</p>	1	EA	\$	\$
0002AC	<p>San Bruno (2 day)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 C. San Bruno</p>	1	EA	\$	\$
0002AD	<p>Menlo Park (3 days)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 D. Menlo Park</p>	1	EA	\$	\$
0002AE	<p>Honolulu (2 days)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 E. Honolulu</p>	1	EA	\$	\$
0003	Deliverables	12	MO	NSP	NSP
0003AA	<p>Monthly Downtime Report IAW PD Paragraph 1.5</p> <p>Due monthly throughout the period of performance.</p> <p>The cost of this line item is included in CLIN 0001.</p>	12	MO	NSP	NSP

Base Year Total					\$																		
<div>Option Year One</div> <div><i>This 12-month option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term on the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, the Option Year One PoP shall be November 30, 2019 to November 29, 2020.</i></div>																							
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE																		
1001	<p>VHANTPIAW paragraphs 1.1 through 1.5 of the PD.</p> <p>The Contractor shall provide maintenance, software support, hardware support and ongoing system/application sustainment/development for the existing NTP PACS.</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.1, through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD.</p> <p>*The unit price shall equal the monthly unit price for uptime performance of 99.9% and above.</p> <p>IAW Section 1.7 of the PD please complete the chart below with your proposal to include discounted monthly pricing in the event of system uptime lower than 99.9%:</p> <table><tr><td>Uptime Performance</td><td>Discount</td><td>Total</td></tr><tr><td>99.9% <= *</td><td>0%</td><td>*\$</td></tr><tr><td>99.8% <x<99.9%</td><td>5%</td><td>\$</td></tr><tr><td>99.6% <x<99.8%</td><td>10%</td><td>\$</td></tr><tr><td>99.4% <x<99.6%</td><td>15%</td><td>\$</td></tr><tr><td>99.0% <x<99.4%</td><td>20%</td><td>\$</td></tr></table>	Uptime Performance	Discount	Total	99.9% <= *	0%	*\$	99.8% <x<99.9%	5%	\$	99.6% <x<99.8%	10%	\$	99.4% <x<99.6%	15%	\$	99.0% <x<99.4%	20%	\$	12	MO	*\$	\$
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	<table><tr><td>Less than 99.0%</td><td>25%</td><td>\$</td></tr></table> <p>Government approval of invoices for payment shall be subject to successful completion of task requirements and associated deliverables required by the PD.</p>	Less than 99.0%	25%	\$																
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1001AA	<p>Hardware and Software Support for Manhattan Reading Center – 2 IntelPACS servers, 1 PS360 server (Appendix A 1.4.2). This is currently covered under an extended manufacturer’s warranty under another contract that ends on May 1, 2020.</p> <p>The cost of this support shall be covered at CLINs 2001, 3001 and 4001 in Option Years Two, Three, and Four, if exercised.</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.1, through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD.</p> <p>*The value of X equals the monthly unit price for uptime performance of 99.9% and above.</p> <p>IAW Section 1.7 of the PD please complete the chart below with your proposal to include performance discount of system uptime lower than 99.9%:</p> <table><tr><td>Uptime Performance</td><td>Discount</td><td>Total</td></tr><tr><td>99.9%<= X</td><td>0%</td><td>*\$</td></tr><tr><td>99.8%<x<99.9%</td><td>5%</td><td>\$</td></tr><tr><td>99.6%<x<99.8%</td><td>10%</td><td>\$</td></tr><tr><td>99.4%<x<99.6%</td><td>15%</td><td>\$</td></tr></table>	Uptime Performance	Discount	Total	99.9%<= X	0%	*\$	99.8%<x<99.9%	5%	\$	99.6%<x<99.8%	10%	\$	99.4%<x<99.6%	15%	\$	7	MO	\$	\$
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99.4%<x<99.6%	15%	\$																		

	99.0%<x<99.4%	20%	\$				
	Less than 99.0%	25%	\$				
	PoP: May 1, 2020 – November 29, 2020. Government approval of invoices for payment shall be subject to successful completion of task requirements and associated deliverables required by the PD						
1002	Training IAW PD paragraphs 1.6 inclusive of all subparagraphs. Training is a NSP line item. All costs associated shall be allocated within firm fixed price SLINs 1002AA-1002AE.			12	MO	NSP	NSP
1002AA	Manhattan (1 day) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 A. Manhattan			1	EA	\$	\$
1002AB	Durham (2 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 B. Durham			1	EA	\$	\$
1002AC	San Bruno (2 day) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 C. San Bruno			1	EA	\$	\$

1002AD	Menlo Park (3 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 D. Menlo Park	1	EA	\$	\$
1002AE	Honolulu (2 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 E. Honolulu	1	EA	\$	\$
1003	Deliverables	12	MO	NSP	NSP
1003AA	Monthly Downtime Report IAW PD Paragraph 1.5 Due monthly throughout the period of performance. The cost of this line item is included in CLIN 1001.	12	MO	NSP	NSP
Option Year One Total					\$
<p style="text-align: center;"><i>Option Year Two</i></p> <p><i>This 12-month option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term on the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, the Option Year Two PoP shall be November 30, 2020 to November 29, 2021.</i></p>					
CLIN	DESCRIPTION	QT Y	UNIT	UNIT PRICE	TOTAL PRICE
2001	VHANTPIAW paragraphs 1.1 through 1.5 of the PD. The Contractor shall provide maintenance, software support, hardware support and ongoing system/application sustainment/development for the existing NTP PACS. This FFP CLIN includes all travel, labor, materials, project management and	12	MO	*\$	\$

	<p>deliverables required for the successful completion of the requirements detailed in PD paragraph 1.1, through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD.</p> <p>*The unit price shall equal the monthly unit price for uptime performance of 99.9% and above.</p> <p>IAW Section 1.7 of the PD please complete the chart below with your proposal to include discounted monthly pricing in the event of system uptime lower than 99.9%:</p> <table><tr><th>Uptime Performance</th><th>Discount</th><th>Total</th></tr><tr><td>99.9% <= *</td><td>0%</td><td>*\$</td></tr><tr><td>99.8% <x<99.9%</td><td>5%</td><td>\$</td></tr><tr><td>99.6% <x<99.8%</td><td>10%</td><td>\$</td></tr><tr><td>99.4% <x<99.6%</td><td>15%</td><td>\$</td></tr><tr><td>99.0% <x<99.4%</td><td>20%</td><td>\$</td></tr><tr><td>Less than 99.0%</td><td>25%</td><td>\$</td></tr></table> <p>Government approval of invoices for payment shall be subject to successful completion of task requirements and associated deliverables required by the PD.</p>	Uptime Performance	Discount	Total	99.9% <= *	0%	*\$	99.8% <x<99.9%	5%	\$	99.6% <x<99.8%	10%	\$	99.4% <x<99.6%	15%	\$	99.0% <x<99.4%	20%	\$	Less than 99.0%	25%	\$				
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2002	<p>Training IAW PD paragraphs 1.6 inclusive of all subparagraphs.</p> <p>Training is a "not separately priced" (NSP) line item. All costs associated shall be allocated within firm fixed price sub-line Item Numbers (SLINs) 2002AA-2002AE.</p>	12	MO	NSP	NSP																					

2002AA	Manhattan (1 day) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 A. Manhattan	1	EA	\$	\$
2002AB	Durham (2 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 B. Durham	1	EA	\$	\$
2002AC	San Bruno (2 day) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 C. San Bruno	1	EA	\$	\$
2002AD	Menlo Park (3 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 D. Menlo Park	1	EA	\$	\$
2002AE	Honolulu (2 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 E. Honolulu	1	EA	\$	\$
2003	Deliverables	12	MO	NSP	NSP

2003AA	Monthly Downtime Report IAW PD Paragraph 1.5 Due monthly throughout the period of performance. The cost of this line item is included in CLIN 2001.	12	MO	NSP	NSP									
Option Year Two Total					\$									
Option Year Three <i>This 12-month option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term on the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, the Option Year Three PoP shall be November 30, 2021 to November 29, 2022.</i>														
3001	VHANTPIAW paragraphs 1.1 through 1.5 of the PD. The Contractor shall provide maintenance, software support, hardware support and ongoing system/application sustainment/development for the existing NTP PACS. This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.1, through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD. *The unit price shall equal the monthly unit price for uptime performance of 99.9% and above. IAW Section 1.7 of the PD please complete the chart below with your proposal to include discounted monthly pricing in the event of system uptime lower than 99.9%: <table><tr><td>Uptime Performance</td><td>Discount</td><td>Total</td></tr><tr><td>99.9%< = *</td><td>0%</td><td>*\$</td></tr><tr><td>99.8%<x<99.9%</td><td>5%</td><td>\$</td></tr></table>	Uptime Performance	Discount	Total	99.9%< = *	0%	*\$	99.8%<x<99.9%	5%	\$	12	MO	*\$	\$
Uptime Performance	Discount	Total												
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	<table><tr><td>99.6%<x<99.8%</td><td>10%</td><td>\$</td></tr><tr><td>99.4%<x<99.6%</td><td>15%</td><td>\$</td></tr><tr><td>99.0%<x<99.4%</td><td>20%</td><td>\$</td></tr><tr><td>Less than 99.0%</td><td>25%</td><td>\$</td></tr></table> <p>Government approval of invoices for payment shall be subject to successful completion of task requirements and associated deliverables required by the PD</p>	99.6%<x<99.8%	10%	\$	99.4%<x<99.6%	15%	\$	99.0%<x<99.4%	20%	\$	Less than 99.0%	25%	\$				
99.6%<x<99.8%	10%	\$															
99.4%<x<99.6%	15%	\$															
99.0%<x<99.4%	20%	\$															
Less than 99.0%	25%	\$															
3001AA	<p>Hardware and Software Support for Main core PACS hardware, Regional ingest servers and reading center servers (Appendix A 1.2.1-1.2.4, 1.3 & 1.4.1) This is currently covered under an extended manufacturer’s warranty under another contract that ends on December 31, 2021.</p> <p>The cost of this support shall be covered at CLINs 2001, 3001 and 4001 in Option Years Two, Three, and Four, if exercised.</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.1, through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD.</p> <p>*The value of X equals the monthly unit price for uptime performance of 99.9% and above.</p> <p>IAW Section 1.7 of the PD please complete the chart below with your proposal to include performance discount of system uptime lower than 99.9%:</p> <table><tr><td>Uptime Performance</td><td>Discount</td><td>Total</td></tr><tr><td>99.9%<= *</td><td>0%</td><td>*\$</td></tr></table>	Uptime Performance	Discount	Total	99.9%<= *	0%	*\$	11	MO	\$	\$						
Uptime Performance	Discount	Total															
99.9%<= *	0%	*\$															

	99.8% < x < 99.9%	5%	\$				
	99.6% < x < 99.8%	10%	\$				
	99.4% < x < 99.6%	15%	\$				
	99.0% < x < 99.4%	20%	\$				
	Less than 99.0%	25%	\$				
	<p>PoP: December 31, 2021 – November 29, 2022.</p> <p>Government approval of invoices for payment shall be subject to successful completion of task requirements and associated deliverables required by the PD.</p>						
3002	<p>Training IAW PD paragraphs 1.6 inclusive of all subparagraphs.</p> <p>Training is a NSP line item. All costs associated shall be allocated within firm fixed price SLINs 3002AA-3002AE.</p>			12	MO	NSP	NSP
3002AA	<p>Manhattan (1 day)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 A. Manhattan</p>			1	EA	\$	\$
3002AB	<p>Durham (2 days)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 B. Durham</p>			1	EA	\$	\$

3002AC	San Bruno (2 day) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 C. San Bruno	1	EA	\$	\$
3002AD	Menlo Park (3 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 D. Menlo Park	1	EA	\$	\$
3002AE	Honolulu (2 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 E. Honolulu	1	EA	\$	\$
3003	Deliverables	12	MO	NSP	NSP
3003AA	Monthly Downtime Report IAW PD Paragraph 1.5 Due monthly throughout the period of performance. The cost of this line item is included in CLIN 3001.	12	MO	NSP	NSP
Option Year Three Total					\$
Option Year Four This 12-month option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term on the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, the Option Year Four PoP shall be November 30, 2022 to November 29, 2023.					
CLIN	DESCRIPTION	QT Y	UNIT	UNIT PRICE	TOTAL PRICE

4001	<p>VHANTPIAW paragraphs 1.1 through 1.5 of the PD.</p> <p>The Contractor shall provide maintenance, software support, hardware support and ongoing system/application sustainment/development for the existing NTP PACS.</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.1, through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD.</p> <p>*The unit price shall equal the monthly unit price for uptime performance of 99.9% and above.</p> <p>IAW Section 1.7 of the PD please complete the chart below with your proposal to include discounted monthly pricing in the event of system uptime lower than 99.9%:</p> <table><tr><th>Uptime Performance</th><th>Discount</th><th>Total</th></tr><tr><td>99.9%<= *</td><td>0%</td><td>*\$</td></tr><tr><td>99.8%<x<99.9%</td><td>5%</td><td>\$</td></tr><tr><td>99.6%<x<99.8%</td><td>10%</td><td>\$</td></tr><tr><td>99.4%<x<99.6%</td><td>15%</td><td>\$</td></tr><tr><td>99.0%<x<99.4%</td><td>20%</td><td>\$</td></tr><tr><td>Less than 99.0%</td><td>25%</td><td>\$</td></tr></table> <p>Government approval of invoices for payment shall be subject to successful completion of task requirements and associated deliverables required by the PD</p>	Uptime Performance	Discount	Total	99.9%<= *	0%	*\$	99.8%<x<99.9%	5%	\$	99.6%<x<99.8%	10%	\$	99.4%<x<99.6%	15%	\$	99.0%<x<99.4%	20%	\$	Less than 99.0%	25%	\$	12	MO	*\$	\$
Uptime Performance	Discount	Total																								
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99.0%<x<99.4%	20%	\$																								
Less than 99.0%	25%	\$																								

4001AA	<p>Hardware and Software Support for Sacramento – 2 IntelePACS QA PACS servers (Appendix A 1.2.5) This is currently covered under an extended manufacturer’s warranty under another contract that ends on December 31, 2022.</p> <p>The cost of this support shall be covered at CLINs 2001, 3001 and 4001 in Option Years Two, Three, and Four, if exercised.</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.1, through 1.5 and performance metrics IAW 1.7 inclusive of all subparagraphs and all deliverables listed in the PD.</p> <p>*The value of X equals the monthly unit price for uptime performance of 99.9% and above.</p> <p>IAW Section 1.7 of the PD please complete the chart below with your proposal to include performance discount of system uptime lower than 99.9%:</p> <table><tr><td>Uptime Performance</td><td>Discount</td><td>Total</td></tr><tr><td>99.9%<= *</td><td>0%</td><td>*\$</td></tr><tr><td>99.8%<x<99.9%</td><td>5%</td><td>\$</td></tr><tr><td>99.6%<x<99.8%</td><td>10%</td><td>\$</td></tr><tr><td>99.4%<x<99.6%</td><td>15%</td><td>\$</td></tr><tr><td>99.0%<x<99.4%</td><td>20%</td><td>\$</td></tr><tr><td>Less than 99.0%</td><td>25%</td><td>\$</td></tr></table> <p>PoP: December 31, 2022 – November 29, 2023.</p> <p>Government approval of invoices for payment shall be subject to successful completion of task requirements and</p>	Uptime Performance	Discount	Total	99.9%<= *	0%	*\$	99.8%<x<99.9%	5%	\$	99.6%<x<99.8%	10%	\$	99.4%<x<99.6%	15%	\$	99.0%<x<99.4%	20%	\$	Less than 99.0%	25%	\$	11	MO	\$	\$
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	associated deliverables required by the PD.				
4002	<p>Training IAW PD paragraphs 1.6 inclusive of all subparagraphs.</p> <p>Training is a NSP line item. All costs associated shall be allocated within firm fixed price SLINs 4002AA-4002AE.</p>	12	MO	NSP	NSP
4002AA	<p>Manhattan (1 day)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 A. Manhattan</p>	1	EA	\$	\$
4002AB	<p>Durham (2 days)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 B. Durham</p>	1	EA	\$	\$
4002AC	<p>San Bruno (2 day)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 C. San Bruno</p>	1	EA	\$	\$
4002AD	<p>Menlo Park (3 days)</p> <p>This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 D. Menlo Park</p>	1	EA	\$	\$

4002AE	Honolulu (2 days) This FFP CLIN includes all travel, labor, materials, project management and deliverables required for the successful completion of the requirements detailed in PD paragraph 1.6 E. Honolulu	1	EA	\$	\$
4003	Deliverables	12	MO	NSP	NSP
4003AA	Monthly Downtime Report IAW PD Paragraph 1.5 Due monthly throughout the period of performance. The cost of this line item is included in CLIN 4001.	12	MO	NSP	NSP
Option Year Four Total					\$
Total Contract Value					\$

B.5 PRODUCT DESCRIPTION

DEPARTMENT OF VETERANS AFFAIRS

Veterans Health Administration

National Teleradiology Program (NTP)

National Teleradiology Program Picture Archiving and Communication System Support

Date: September 28, 2018

TAC-19-52327

Product Description Version Number: 1.4

The proposed action is for a sole source, firm-fixed-price (FFP) contract. Veteran Health Administration (VHA) National Teleradiology Program (NTP) is the Department of Veterans Affairs' (VA) in-house Teleradiology service and has been providing 24x7 Teleradiology service

to VA facilities since 2010. NTP is currently supporting over 105 sites across all 21 VISNs and is projected to reach 1 million annual studies by 2020 with approximately 75% of the volume being stat interpretations. NTP presently staffs 5 Reading Centers across the country (Manhattan, NY; Durham, NC; San Bruno, CA; Menlo Park, CA; and Honolulu, HI) with the potential to add additional reading centers as workload expands. Currently NTP has ~100 PACS workstations distributed across the 5 Reading Centers. NTP's central Teleradiology PACS archive and application servers are located in the Sacramento Data Center and include a fully integrated voice recognition system via an Application Program Interface (API) to Powerscribe 360. The Picture Archiving and Communication System (PACS) also consists of 2 peer review PACS servers and 4 Regional Digital Imaging and Communications in Medicine (DICOM) and Health Level 7 (HL7) ingest servers located in the Philadelphia, Little Rock, Cleveland and St. Louis Data Centers. The Regional Data Centers manage the acquisition of images from our customer's PACS (either via direct export or via PACS initiated query/retrieve) and forward the image data on to Sacramento for distribution to the reading centers via smart worklist routing. Additionally, each Reading Center has local image cache servers and a voice recognition server on a GB network for Local Area Network (LAN) level image display performance.

1.0 REQUIREMENTS

The Contractor shall provide maintenance, software support, hardware support and ongoing system/application sustainment/development for the existing NTP PACS which has an annual study capacity (cases read by NTP) of up to 1.1 million studies (1 million studies plus a 10% buffer).

The place of performance for this effort is the Contractor's facility via remote connectivity to the VA network through a Site to Site Virtual Private Network (S2S VPN).

VA Facilities:

There are 3 types of facilities covered under this effort:

1. Core PACS – Sacramento Data Center
 - A. Sacramento Data Center
1100 North Market Blvd
Sacramento, CA 95834
2. Reading Centers
 - A. Manhattan Reading Center

423 E 23rd street
New York, NY 10010

B. Menlo Park Reading Center
795 Willow Rd, Bldg 334
Menlo Park, CA 94025

C. San Bruno Reading Center
1001 Sneath Lane, Suite 100
San Bruno, CA 94066

D. Honolulu Reading Center
500 Ala Moana Blvd
Bldg 7 Suite 405
Honolulu, HI 96813

E. Durham Reading Center
3022 Croasdaile Dr., Suite 101
Durham, NC 27705

3. Regional Data Centers (Ingest Servers)

A. Philadelphia Information Technology Center
5000 Wissahickon Avenue
Philadelphia, PA 19144

B. Little Rock Data Center
2200 Fort Roots Drive Building 182
North Little Rock, AR 72114

C. St. Louis Federal Data Center
4300 Goodfellow Blvd, Bldg 103
St. Louis, MO 63120

D. Cleveland Data Center
10701 East Blvd

Cleveland, OH 44106

Period of Performance:

Base Year:	November 30, 2018 to November 29, 2019
Option Year 1:	November 30, 2019 to November 29, 2020
Option Year 2:	November 30, 2020 to November 29, 2021

Option Year 3:	November 30, 2021 to November 29, 2022
Option Year 4:	November 30, 2022 to November 29, 2023

1.1 HARDWARE AND SOFTWARE SUPPORT

The Contractor shall provide software support to the overall system and shall also include the integrated Powerscribe 360 system, DICOM and HL7 components. The majority of the PACS hardware was recently purchased through a different contract vehicle and is currently under extended warranty that will end during the course of this contract, see Appendix A for a list of PACS components. The Contractor shall initially provide hardware support for the PACS equipment which is not covered by existing warranties.

The 3 items listed below represent the distinct PACS components that will come off manufacturer's warranty during the 5-year period of performance of this contract:

1. Manhattan Reading Center – 2 IntelPACS servers, 1 PS360 server (Appendix A 1.4.2). Currently covered under an extended manufacturer's warranty that ends on May 1, 2020.
2. Sacramento – 2 IntelPACS QA PACS servers (Appendix A 1.2.5) - Currently covered under an extended warranty that ends on December 31, 2022
3. Sacramento – Main core PACS hardware, Regional ingest servers and reading center servers (Appendix A 1.2.1-1.2.4, 1.3 & 1.4.1) - Currently covered under an extended warranty that ends on December 31, 2021

Support for this equipment shall be included under this contract as it drops off the current warranty periods. The period or performance for the maintenance will be detailed in the respective option year that the maintenance support shall begin as well as the schedule of deliverables section B.4

The Contractor shall furnish all necessary replacement hardware or hardware components, software, software licenses such as vSphere or any other PACS component, software updates, upgrades, ongoing software development for PACS system and assignment engine/workflow optimization and technical support services required to maintain the NTP PACS and all associated components at a minimum 99.9% uptime. Contractor must have Food and Drug Administration (FDA) 510K certification to provide ongoing software updates and upgrades for the previously developed NTP PACS application, IntelPACS. The Contractor shall also provide all PACS and voice recognition software updates and upgrades throughout the period of performance.

The Contractor shall provide ongoing HL7 support to existing VA NTP sites for link/message troubleshooting/resolution, configuration support for HL7 version conversions across all NTP sites, HL7 activations for new facilities, VistA IP changes, and site-specific mapping for NTP configuration up to a system capacity of 1.1 million interpreted studies per year. HL7 support will include the aforementioned tasks for up to 140 distinct links from individual or consolidated facilities and includes mapping/normalizing the data elements and HL7 fields for each link to ensure that incoming orders and reports from facilities are standardized in their presentation for input into the PACS and Powerscribe and transmission of reports and addendums back to the sites. Additionally, the Contractor will be required to provide link support and mapping for new HL7 feeds from sites as they convert to VA's new Electronic Medical Record (EMR) from Cerner.

Contractor shall also provide ongoing DICOM support to existing VA NTP sites for image transmission (store and query/retrieve) troubleshooting/resolution, configuration support for PACS version/Contractor conversions across all NTP sites and DICOM activations for new facilities up to a system capacity of 1.1 million interpreted studies per year. Support to include sustainment of IntelPACS interface to VHA electronic medical record via Joint Legacy Viewer or successor technology, validation of DICOM conformance with image data sets, troubleshooting image transmission and display issues, duplicate study identification, patient data merges, and DICOM indexing of source PACS.

The Contractor shall provide both the software support for all components of the system at all above specified VA locations and the specified hardware support at Sacramento and Manhattan, whether they are the Original Equipment Manufacturer (OEM) or utilizing the system as a component to the comprehensive NTP IntelPACS solution.

1.2 HELPDESK SUPPORT

The Contractor shall maintain a staffed in-house support desk with staff trained specifically on the NTP PACS and shall be located at the Contractor's facilities on duty and fully available for all support requests during the hours of 3 AM to 9 PM Pacific Standard Time, Monday through Friday, including federal holidays. NTP's heaviest volume occurs on weekends and holidays from 5 AM pacific to 3 PM pacific, so the in-house support desk should be staffed during those hours as well to address critical issues, as well as system reconfiguration projects such as HL7 remapping. During the hours when staff who are trained on the NTP PACS are not in house, remote support via call-back shall be available within 15 minutes of notification from NTP. Call center staff or callback shall be accessible 24 hours a day, 7 days per week, 365 days per year (24x7x365). Critical system issues impacting the delivery of STAT or Critical cases will be escalated to senior technical support specialists within 15 minutes of notification from NTP. The Contractor shall provide on-site service if remote service fails.

On-site service at the data center for critical hardware failures shall be available within 4 hours from the time of initial contact by VA and confirmation of a hardware problem (via remote software diagnosis) by the Contractor or its local service provider, 24x7x365. A failure is deemed critical if it prevents the timely provision of teleradiology service. On-site service at a Regional Data Center or Reading Center for critical hardware failures should be available within 24 hours from the time of initial contact by VA and confirmation of a hardware problem (via remote software diagnosis) by the Contractor or its local service provider, 24x7x365. A failure is deemed critical if it prevents the timely provision of teleradiology service. All parts for maintenance, repair and sustainment of the PACS, such as RAM, hard drives, power supplies, RAID controllers, or motherboards, shall be provided by the Contractor. See Appendix A for a full system list.

Contractor shall provide pro-active system monitoring of all servers, storage and critical services/processes to ensure uptime target is met. Critical system messages will also be sent to vhantpsupport@va.gov to ensure that NTP is advised of an issue.

1.3 CONFORMANCE STANDARDS

The Contractor shall provide services and material to ensure that the equipment functions in conformance with the latest requirements of NFPA-99, The Joint Commission (TJC), National Electric Code (NEC), Federal and VA information security specifications and requirements as applicable. The equipment shall be maintained such that it meets or exceeds the performance specifications as established in the OEM's technical specifications. Additional performance specifications that exceed the OEM specifications shall be specified in writing by the VA.

1.4 PREVENTATIVE MAINTENANCE

Contractor shall monitor and manage operating system patching on all PACS servers. Operating System (OS) patches shall be installed no later than 14 days post Contractor approval and anti-virus updates on Windows operating system servers will occur on a nightly basis. Systems will be set up to sync with the VA national time server to ensure that all systems have a common time reference. Contractor will proactively monitor system health with real-time server status monitoring and will take corrective/preventive action when system performance is outside of normal operating limits.

1.5 CONTRACTORS QUALITY CONTROL PROGRAM (QCP)

The Contractor shall establish and maintain quality control to ensure all contract requirements are met. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:

The Contractor shall provide a Monthly Downtime Report identifying all system outages where NTP was unable to provide timely service due to a PACS failure. This is also to be provided as a component of monthly invoicing.

The Contractor shall provide an on-line web portal for tracking work orders generated by NTP.

The Contractor shall have an on-line 24x7 proactive monitoring tool that identifies issues with critical system processes. Corrective action shall be taken as a result of a process triggering an alert.

The Contractor shall maintain on-site records identifying the security credentials, certifications and ongoing training of each employee performing services under this contract.

The Contractor shall have methods of identifying and preventing communication breakdowns and provide a detailed procedure for alternative communications in the event of a breakdown of the communication system.

The Contractor shall participate in weekly scheduled and/or non-scheduled conference calls with the VA representatives to provide a report of on-going operational issues.

Deliverable:

A. Monthly Downtime Report

1.6 ONGOING TRAINING

The Contractor shall provide annual in-service application training for NTP clinical and technical staff at each of the 5 Reading Centers. The Contractor shall send one trainer to each facility for the specified number of days to provide one on one application training covering best practices and techniques for all aspects of PACS. Training sites and days on site are listed below and can be reallocated by mutual agreement of the COR and the Contractor:

- A. Manhattan – 1 day
- B. Durham – 2 days
- C. San Bruno – 2 days
- D. Menlo Park – 3 days
- E. Honolulu – 2 days

1.7 UPTIME PERFORMANCE DISCOUNTS

In the event that Contractor is unable to meet the specified uptime performance guarantee in a particular month. Uptime is measured for each month individually and then the minutes of system downtime for the entire month are used to calculate the discount. In a typical month, there are 4320 minutes and if the system is down for a total of over 43 minutes, discounts start to apply. The Contractor shall discount that month's overall Service Fee as follows:

Uptime Performance Discount

99.9% < x	None
99.8% < x < 99.9%	5%
99.6% < x < 99.8%	10%
99.4% < x < 99.6%	15%
99.0% < x < 99.4%	20%
Less than 99.0%	25%

1.8 OPTION YEAR 1

If exercised by the Government, the Contractor shall perform all tasks detailed in PD sections 1-1.7 of this PD. The contractor shall also provide Hardware support for the Manhattan Reading Center (2 IntelPACS servers, 1 PS360 server – Appendix A 1.4.2) currently covered under an extended manufacturer's warranty that ends on May 1, 2020 (VA118-17-C-1905, 640-C79247).

1.9 OPTION YEAR 2

If the Option Period is exercised by VA, all tasks in paragraphs 1.0 through 1.7 shall be executed in Option Period 2.

1.10 OPTION YEAR 3

If exercised by the Government, the Contractor shall perform all tasks detailed in PD sections 1-1.7 of this PD. The Contractor shall also provide Hardware support for the following equipment currently covered under a 3-year extended warranty ending December 31, 2021 (VA118-17-C-2442, 640-A79040).

Main core PACS hardware, Regional ingest servers and reading center servers – Appendix A 1.2.1-1.2.4, 1.3 & 1.4.1, see below

1. Sacramento Data Center– 14 Core IntelPACS servers, 300 TB archive and associated switch/storage/archive components
2. 4 Regional Data Centers (Philadelphia, Little Rock, St. Louis, and Cleveland) - 4 IntelPACS PACS servers
3. 4 Reading Centers (Menlo Park, Durham, San Bruno, and Honolulu) - 2 IntelPACS servers, 1 PS360 server
4. Durham Reading Center – 1 IntelPACS fax server and fax card

1.11 OPTION YEAR 4

If exercised by the Government, the Contractor shall perform all tasks detailed in PD sections 1-1.7 of this PD. The Contractor shall also provide Hardware support for the following equipment currently covered under a 3-year extended warranty ending on December 31, 2022 (VA118-17-C-1905, 640-C79247):

Sacramento – 2 IntelPACS QA PACS servers – Appendix A 1.2.5

2.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” dated October 5, 2009; Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” dated January 24, 2007; Executive Order 13221, “Energy-Efficient Standby Power Devices,” dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, FEMP designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

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

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

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

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

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

3.0 SHIPMENT OF HARDWARE OR EQUIPMENT

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Ship To and Mark For:

Primary:		Alternate:	
Name:	<u>David Pettit</u>	Name:	<u>Jennifer Gersten</u>
Address:	<u>VA Northern California Health Care System c/o Biomedical Engineering (138B) 150 Muir Road Martinez, CA 94553</u>	Address:	<u></u>
Voice:	<u>(925) 372-2714</u>	Voice:	<u>(319) 688-3709</u>
Email:	<u>Dave.Pettit@va.gov</u>	Email:	<u>Jennifer.Gersten@va.gov</u>

3.1. Special Shipping Instructions

Prior to shipping, the Contractor shall notify Site POCs, by phone followed by email, of all incoming deliveries including line-by-line details for review of requirements. The Contractor cannot make any changes to the delivery schedule at the request of Site POC.

Contractors must coordinate deliveries with Site POCs before shipment of hardware to ensure sites have adequate storage space.

All shipments, either single or multiple container deliveries, shall bear the VA Purchase Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA PO number will indicate total

number of containers for the complete shipment (ex. “Package 1 of 2”), clearly readable on manifests and external shipping labels.

Packing Slips/Labels and Lists shall include the following:

IFCAP PO # _____ (e.g., 166-E11234. The IFCAP PO number is located in block #20 of the SF 1449.)

Project Description: (e.g., Tier I Lifecycle Refresh)

Total number of Containers: Package ____ of _____. (e.g., Package 1 of 3)

3.2 INFORMATION SECURITY CONSIDERATIONS:

The Assessment and Authorization (A&A) requirements do not apply and a Security Accreditation Package is not required.

All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP’s) and Authority to Operate (ATO)’s for all systems/LAN’s accessed while performing the tasks detailed in this Product Description.

- a. A prohibition on unauthorized disclosure: “Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA.” See VA handbook 6500.6, Appendix C, paragraph 3.a.
- b. A requirement for data breach notification: Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. See VA Handbook 6500.6, Appendix C, paragraph 6.a.
- c. A requirement to pay liquidated damages in the event of a data breach: “In the event of a data breach or privacy incident involving SPI the contractor processes or maintains under this contract, the contractor shall be liable to VA for liquidated damages for a specified amount

per affected individual to cover the cost of providing credit protection services to those individuals.” See VA handbook 6500.6, Appendix C, paragraph 7.a., 7.d.

- d. A requirement for annual security/privacy awareness training: “Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall complete on an annual basis either: (i) the VA security/privacy awareness training (contains VA security/privacy requirements) within 1 week of the initiation of the contract, or (ii) security awareness training provided or arranged by the contractor that conforms to VA’s security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the contractor provides their own training that conforms to VA’s requirements, they will provide the COR or CO, a yearly report (due annually on the date of the contract initiation) stating that all applicable employees involved in the VA’s contract have received their annual security/privacy training that meets VA’s requirements and the total number of employees trained. See VA Handbook 6500.6, Appendix C, paragraph 9.
- e. A requirement to sign VA’s Rules of Behavior: “Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall sign on annual basis an acknowledgement that they have read, understand, and agree to abide by VA’s Contractor Rules of Behavior which is attached to this contract.” See VA Handbook 6500.6, Appendix C, paragraph 9, Appendix D. Note: If a medical device vendor anticipates that the services under the contract will be performed by 10 or more individuals, the Contractor Rules of Behavior may be signed by the vendor’s designated representative. The contract must reflect by signing the Rules of Behavior on behalf of the vendor that the designated representative agrees to ensure that all such individuals review and understand the Contractor Rules of Behavior when accessing VA’s information and information systems.

3.3 POINT(S) OF CONTACT:

VA Program Manager

Name: David Pettit
 Address: VA Northern California Health
Care System
c/o Biomedical Engineering
(138B)
150 Muir Road
Martinez, CA 94553
 Voice: (925) 372-2714
 Email: Dave.Pettit@va.gov

Contracting Officer

Name: Asif Damji
 Address: 23 Christopher Way
Eatontown NJ 07724
 Voice: (732)-440-9674
 Email: Asif.Damji@va.gov

**Contracting Officer's
Representative**

Name: David Pettit
Address: VA Northern California Health
Care System
c/o Biomedical Engineering
(138B)
150 Muir Road
Martinez, CA 94553
Voice: (925) 372-2714
Email: Dave.Pettit@va.gov

Appendix A

1.2 SACRAMENTO DATA CENTER

1.2.1. IntelPACS Physical Servers		
Description	Attribute/Part no.	Quantity
Master Database	2 socket E5-2697A, 16 core per socket, 2.6 GHz, 40M Cache, 256 GB RAM PERC H730P RAID Controller, 2GB NV Cache 4 x 1.6 TB SSD SAS Write Intensive MLC, 12 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	2
Monitoring Server	2 socket E5-2667, 8 core per socket, 3.2 GHz, 25M Cache, 64 GB RAM 2 x PERC H730P RAID Controllers, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 8 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	1
Fax Server – Contingency Report Distribution	1 socket E5-2620, 6 core per socket, 3.2 GHz, 25M Cache, 32 GB RAM PERC H730P RAID Controller, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 2 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	1
Fax Board	MAINPIPE	2

1.2.2. IntelePACS Virtual Servers		
Description	Attribute/Part no.	Quantity
ESXi hosts with vSphere Licenses	2 socket E5-2699, 22 core per socket, 2.2 GHz, 55M Cache, 512 GB RAM Internal SD Module 2 x 64GB SD Cards DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, PDU	8

1.2.3. IntelePACS Archive		
Description	Attribute/Part no.	Quantity
Nimble Controller to include 150TB usable storage	C7K-4F-210T-FE, SLA-4HR	1
SDD Flash (34 TB)	C7K-4F-210T-FE, SLA-4HR	1
Storage Expansion (150 TB usable)	ES2-H210T-11520F, SLA-4HR-ES2	1
Brocade Switches	6521-225-2638	2

1.2.4. IntelePACS Infrastructure		
Description	Attribute/Part no.	Quantity
Juniper Switches	EX4300-48t	3
UPS - PDUs	A7088730	8
Cables (1 lot)	MISC	1
Racks (42 U)	42u	2

1.2.5. IntelPACS QA Servers		
Description	Attribute/Part no.	Quantity
QA/Peer Review PACS Servers	2 socket E5-2667, 8 core per socket, 3.2 GHz, 25M Cache, 64 GB RAM 2 x PERC H730P RAID Controllers, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 8 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA,QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage,Ready Rails with cable management,Dual Power Supply.	2

1.3 REGIONAL DATA CENTERS

1.3.1. Four Regional Data Centers located at: CLE, PITC, LIT, SMO		
Description	Attribute/Part no.	Quantity
Cleveland (CLE) DICOM/HL7 Ingest Servers	2 socket E5-2697A, 16 core per socket, 2.6 GHz, 40M Cache, 64 GB RAM PERC H730P RAID Controller, 2GB NV Cache 4 x 800 GB SSD SAS Write Intensive MLC, 12 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	4
Philadelphia (PITC) DICOM/HL7 Ingest Servers	2 socket E5-2697A, 16 core per socket, 2.6 GHz, 40M Cache, 64 GB RAM PERC H730P RAID Controller, 2GB NV Cache 4 x 800 GB SSD SAS Write Intensive MLC, 12 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	4
Little Rock (LIT) DICOM/HL7 Ingest Servers	2 socket E5-2697A, 16 core per socket, 2.6 GHz, 40M Cache, 64 GB RAM PERC H730P RAID Controller, 2GB NV Cache 4 x 800 GB SSD SAS Write Intensive MLC, 12 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	4
St. Louis (SMO) DICOM/HL7 Ingest Servers	2 socket E5-2697A, 16 core per socket, 2.6 GHz, 40M Cache, 64 GB RAM PERC H730P RAID Controller, 2GB NV Cache 4 x 800 GB SSD SAS Write Intensive MLC, 12 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	4

1.3.2. One Regional Data Center located at SCR, which is co-located with Sacramento Data Center		
Description	Attribute/Part no.	Quantity
SCR ESXi host with vSphere Licenses	2 socket E5-2699, 22 core per socket, 2.2 GHz, 55M Cache, 512 GB RAM Internal SD Module 2 x 64GB SD Cards DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management	3

1.4 READING CENTERS

PACS servers at five Reading Centers, as listed below:

1.4.1 PACS Servers at the following four existing Reading Centers.:			
Location	Description	Attribute/Part no.	Quantity
Durham	Intelerad Physical PACS Servers	2 socket E5-2667, 8 core per socket, 3.2 GHz, 25M Cache, 64 GB RAM 2 x PERC H730P RAID Controllers, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 8 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	2
	Nuance SUS Server	1 socket E5-2620, 6 core per socket, 3.2 GHz, 25M Cache, 32 GB RAM PERC H730P RAID Controller, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 2 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter	1

		iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	
Menlo Park	Intelerad Physical PACS Servers	2 socket E5-2667, 8 core per socket, 3.2 GHz, 25M Cache, 64 GB RAM 2 x PERC H730P RAID Controllers, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 8 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	2
	Nuance SUS Server	1 socket E5-2620, 6 core per socket, 3.2 GHz, 25M Cache, 32 GB RAM PERC H730P RAID Controller, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 2 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	1
San Bruno	Intelerad Physical PACS Servers	2 socket E5-2667, 8 core per socket, 3.2 GHz, 25M Cache, 64 GB RAM 2 x PERC H730P RAID Controllers, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 8 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	2
	Nuance SUS Server	1 socket E5-2620, 6 core per socket, 3.2 GHz, 25M Cache, 32 GB RAM PERC H730P RAID Controller, 2GB NV Cache	1

		8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 2 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	
Honolulu	Intelerad Physical PACS Servers	2 socket E5-2667, 8 core per socket, 3.2 GHz, 25M Cache, 64 GB RAM 2 x PERC H730P RAID Controllers, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 8 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply.	2
	Nuance SUS Server	1 socket E5-2620, 6 core per socket, 3.2 GHz, 25M Cache, 32 GB RAM PERC H730P RAID Controller, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 2 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	1
1.4.2 PACS Servers at the following existing Reading Center (hardware on separate warranty term from the other 4 centers)			
Location	Description	Attribute/Part no.	Qty
Manhattan	Intelerad Physical PACS Servers	2 socket E5-2667, 8 core per socket, 3.2 GHz, 25M Cache, 64 GB RAM 2 x PERC H730P RAID Controllers, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug	2

		8 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	
Manhattan	Nuance SUS Server	1 socket E5-2620, 6 core per socket, 3.2 GHz, 25M Cache, 32 GB RAM PERC H730P RAID Controller, 2GB NV Cache 8 x 300 GB 15k SAS, 12 Gbps 2.5 in hot plug 2 x 1 TB 7.2k SATA, 6 Gbps 2.5 in hot plug DVD ROM SATA, QLogic 57810 Dual Port 10 Gb Network Adapter iDRAC 8 Enterprise with OpenManage, Ready Rails with cable management, Dual Power Supply	1

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013

C.2 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Clause)

C.3 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the

public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

C.4 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2018)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved].

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

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(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).

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

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

- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Aug 2018) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- _X_ (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- _X_ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- _X_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- _X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- _X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

___ (ii) Alternate I (Oct 2015) of 52.223-13.

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

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

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

___ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

___ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

___ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

___ (60)(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.

___ (iii) Alternate II (FEB 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

___X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xxii) 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.

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.8 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 in which performance occurs. 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.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION E - SOLICITATION PROVISIONS

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-20	PREDECESSOR OF OFFEROR	JUL 2016

E.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (AUG 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

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

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

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

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) ***[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.5 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.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price

for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Technology Acquisition Center

23 Christopher Way
Eatontown NJ 07724
Mailing Address:

Department of Veterans Affairs

Technology Acquisition Center

23 Christopher Way
Eatontown NJ 07724

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

(End of Provision)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (SEP 2018)

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

(1) Include the name, address, fax number, email 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.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (SEP 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: EDProtests@va.gov.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

E.10 SUBMISSION INSTRUCTIONS

Responses and quotes shall be submitted via e-mail to Joe Pignataro e-mail:

Joseph.Pignataro@va.gov, , Rachel Fromm email: Rachel.Fromm@va.gov and Asif Damji, e-mail: Asif.Damji@va.gov with the subject line as the solicitation number, 36C10B19Q0057.

Your proposal must be received by the November 16, 2018 at 3:00 PM EST.

Proposals shall be subject to evaluation by a team of Government personnel.

The proposal shall be submitted in accordance with FAR 52.212-1 as supplemented by the below:

1. Offeror shall complete Section B.4 Price Schedule with prices for all items in the solicitation.
2. Offeror must meet all the requirements listed in the Price Schedule (B.4) and Product Description (B.5) and have each requirement outlined in their quote, to include a description of the items/services being offered in sufficient detail to evaluate conformance with the requirements in the RFQ. No assumptions of compatibility will be made on the part of the VA.

Failure to list all requirements in their entirety in an Offeror's proposal will result in a noncompliant proposal.

3. Offerors must submit a proposal on an "all or none" basis. Offerors are cautioned that any deviation from the Government's minimum terms and conditions set forth in this Solicitation may result in your offer being deemed by the Government to be non-conforming to the requirements and excluded from consideration for award.