

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 107
2. CONTRACT NUMBER		3. SOLICITATION NUMBER VA118A-12-R-0269		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09-29-2012
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY Department of Veterans Affairs Technology Acquisition Center - Austin 1701 Directors Blvd Suite 600 Austin TX 78744		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 _____ until 3:00 PM local time 11-07-2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Julina Lee	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 732-578-5446		C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	DUNS: CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	
24. ADMINISTERED BY (If other than Item 7) Department of Veterans Affairs Technology Acquisition Center - Austin 1701 Directors Blvd Suite 600 Austin TX 78744	CODE 003B2H	25. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: FAX:	
26. NAME OF CONTRACTING OFFICER (Type or print) Debra Clayton Contracting Officer	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE SCHEDULE

CLIN Year 1	Supplies or Services	Evaluated Quantity	Unit of Issue	Price per Month	Price Per Year
0001	<p><u>Basic Voice (feature) Phone Plans</u></p> <p>The Contractor shall provide Basic Voice (feature) phone plans and services in accordance (IAW) with paragraph 5.4 of the Performance Work Statement (PWS). Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11.</p> <p>FOB POINT: DESTINATION Inspection/Acceptance: Destination</p>				
0001A	<p>Pooled Voice/Unlimited Text Plan - IAW PWS Paragraph 5.4.1. Priced as 2 Million minute pool, 5 Million minute pool, 10 Million minute pool.</p> <p>2 million up to 15,000 users \$ _____ 5 million up to 35,000 users \$ _____ 10 million up to 75,000 users \$ _____</p>	72,900	Ea		
0001B	Additional Voice Services - Push to Talk, Price per month/ per device PWS Paragraph 5.3.1c and 5.4.1.1a	1,770	Ea		
0001C	Additional Voice Services - Overage Minutes, Price per month/ per device PWS Paragraph 6.6.3	10,000	Ea		
0001D	Additional Voice Services - Temporary International Coverage, Price per month/ per device PWS Paragraph 5.7	598	Ea		
				TOTAL CLIN 0001	\$ _____
0002	Data Plans	1	LO		

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	The Contractor shall provide data plans IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
0002A	Unlimited Data Plan - Smartphones - Price per month/ per device PWS Paragraph 5.5.2 and 5.5.2.2 10,000 users \$ _____ 25,000 users \$ _____ 50,000 users \$ _____	14,373	Ea		
0002B	Additional Data Services - Telemetry 5 MB, Price per month/ per device PWS Paragraph 5.5.2.3a.	120	Ea		
0002C	Additional Data Services - Telemetry 10+ MB, Price per month/ per device PWS Paragraph 5.5.2.3b.	18	Ea		
0002D	Additional Data Services - Tethering, Price per month/ per device PWS Paragraph 5.5.2.1a	148	Ea		
0002E	Additional Data Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	148	Ea		
0002F	Additional Data Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.2.1b and 5.7	150	Ea		
0002G	Unlimited Data Plan - Tablet, Price per month/ per device PWS Paragraphs 5.5.1 and 5.5.2	148	Ea		
0002H	Additional Data Services – Overage for Telemetry 5 MB PWS Paragraph 6.6.3	120	Ea		
0002J	Additional Data Services – Overage for Telemetry 10+ MB PWS paragraph 6.6.3	18	Ea		
				TOTAL CLIN 0002	\$ _____
0003	Data Card/Mobile Broadband The Contractor shall provide data card/mobile broadband services with the				

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	basic data plan requirements IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS Paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
0003A	Unlimited Mobile Broadband Data w/ device, Price per month/ per device IAW PWS Paragraph 5.5.3 1-999 Users \$ _____ 1000-4999 Users \$ _____ 5000-15000 Users \$ _____	10,647	Ea		
0003B	Additional Broadband Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	106	Ea		
0003C	Additional Broadband Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.3.1 and 5.7	106	Ea		
				TOTAL CLIN 0003	\$ _____
CLIN	<u>Supplies or Services</u>	Evaluated Quantity	Unit of Issue	Unit Price	Price Per Year
0004	Devices Data devices include smartphones, data cards, mobile hotspot, and tablet computing devices. The Contractor shall provide devices used for data IAW PWS paragraphs 5.3 and 5.5. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
0004A	508 Compliant Device Voice PWS paragraph 5.3.1a	150	Ea		
0004B	508 Compliant Device Smart Phone PWS Paragraph 5.5.1.1a	150	Ea		
0004C	Ruggedized Device Voice PWS Paragraph 5.3.1b	500	Ea		
0004D	Ruggedized Device Smart Phone PWS Paragraph 5.5.1b	500	Ea		
0004E	Smart Phone Type 1 PWS Paragraph 5.5.1	750	Ea		

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0004F	Smart Phone Type 2 PWS Paragraph 5.5.1	750	Ea		
0004G	Devices for Testing PWS Paragraph 5.6	150	Ea		
0004H	Tablets PWS Paragraph 5.5.1	1,000	Ea		
0004J	Out of Warranty – 508 Compliant Devices Voice PWS Paragraphs 5.3.1a and 5.4.1.1b	150	Ea		
0004K	Out of Warranty – 508 Compliant Device Smart Phone PWS Paragraphs 5.5.1.1a and 5.5.2.1c	150	Ea		
0004L	Out of Warranty – Ruggedized Device Phone PWS Paragraphs 5.3.1b and 5.4.1.1b	150	Ea		
0004M	Out of Warranty – Ruggedized Device Smart Phone PWS Paragraphs 5.5.1.1b and 5.5.2.1c	150	Ea		
0004N	Out of Warranty - Smart Phone Type 1 PWS Paragraph 5.5.1 and 5.5.2.1.c.	150	Ea		
0004P	Out of Warranty - Smart Phone Type 2 PWS Paragraph 5.5.1 and 5.5.2.1.c.	150	Ea		
0004Q	Out of Warranty - Tablet PWS Paragraph 5.5.1 and 5.5.2.1.c.	150	Ea		
0004R	Out of Warranty - Voice Device PWS Paragraph 5.3 and 5.4.1.1.b.	150	Ea		
0004S	Out of Warranty – Data Card Mobile Broadband Data Device PWS paragraph 5.5.3	150	Ea		
0004T	Out of Warranty – Mobile Hotspot Data Card Device PWS paragraph 5.5.3	150	Ea		
				TOTAL CLIN 0004	\$ _____
0005	Removed				
0005A	Removed				
				TOTAL CLIN 0005	N/A
0006	Accessories				

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	The Contractor shall provide a standard accessory package for each provided voice phone device and/or smartphone device IAW PWS paragraph 5.8. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
0006A	Wired Headset PWS Paragraph 5.8b	750	Ea		
0006B	Wireless Headset PWS Paragraph 5.8.1a	750	Ea		
0006C	Car Charger PWS Paragraph 5.8.1b	750	Ea		
0006D	Belt Clip Case (Swivel/Ratchet type) PWS Paragraph 5.8.1c	750	Ea		
0006E	Screen Protectors PWS Paragraph 5.8.1d	750	Ea		
0006F	Durable Protective Cases PWS Paragraph 5.8.1e	750	Ea		
0006G	USB Cable PWS Paragraph 5.8.1f	750	Ea		
0006H	Wall Charger PWS Paragraph 5.8a	750	Ea		
0006J	Spare Batteries PWS Paragraph 5.8.1.g	300	Ea		
				TOTAL CLIN 0006	\$_____
0007	Monthly Status Report- Task Order Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.1. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Inspection/Acceptance: Destination	1	Lot (LO)		Not Separately Priced (NSP)
0008	Monthly Status Report- Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.2. After the	1	LO		NSP

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	initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Inspection/Acceptance: Destination				
0009	Small Business Participation Report Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.3 and Section D, Attachment 003. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Due quarterly. Inspection/Acceptance: Destination	1	LO		NSP
0010	Task Order Kickoff Meetings Agenda Meeting Minutes Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.1. Price for these items shall be amortized across all priced SLINs. Inspection/Acceptance: Destination	1	LO		NSP
0011	Program Progress Reviews (PPR) Agenda, Meeting Minutes-Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.2. Price for these items shall be amortized across all priced SLINs. Inspection/Acceptance: Destination	1	LO		NSP
				TOTAL YEAR 1	\$ _____
CLIN Year 2	Supplies or Services	Evaluated Quantity	Unit of Issue	Price per Month	Price Per Year
1001	Basic Voice (feature) Phone Plans The Contractor shall provide Basic Voice (feature) phone plans and services in accordance (IAW) with paragraph 5.4 of the Performance Work Statement				

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	(PWS). Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
1001A	Pooled Voice/Unlimited Text Plan - IAW PWS Paragraph 5.4.1. Priced as 2 Million minute pool, 5 Million minute pool, 10 Million minute pool. 2 million up to 15,000 users \$ _____ 5 million up to 35,000 users \$ _____ 10 million up to 75,000 users \$ _____	73,629	Ea		
1001B	Additional Voice Services - Push to Talk, Price per month/ per device PWS Paragraph 5.3.1c and 5.4.1.1a	1,778	Ea		
1001C	Additional Voice Services - Overage Minutes, Price per month/ per device PWS Paragraph 6.6.3	10,100	Ea		
1001D	Additional Voice Services - Temporary International Coverage, Price per month/ per device PWS Paragraph 5.7	604	Ea		
				TOTAL CLIN 1001	\$ _____
1002	Data Plans The Contractor shall provide data plans IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination	1	LO		
1002A	Unlimited Data Plan - Smartphones - Price per month/ per device PWS Paragraph 5.5.2 and 5.5.2.2 10,000 users \$ _____ 25,000 users \$ _____ 50,000 users \$ _____	14,921	Ea		
1002B	Additional Data Services - Telemetry 5				

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	MB, Price per month/ per device PWS Paragraph 5.5.2.3a.	121	Ea		
1002C	Additional Data Services - Telemetry 10+ MB, Price per month/ per device PWS Paragraph 5.5.2.3b.	18	Ea		
1002D	Additional Data Services - Tethering, Price per month/ per device PWS Paragraph 5.5.2.1a	149	Ea		
1002E	Additional Data Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	149	Ea		
1002F	Additional Data Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.2.1b and 5.7	152	Ea		
1002G	Unlimited Data Plan - Tablet, Price per month/ per device PWS Paragraphs 5.5.1 and 5.5.2	149	Ea		
1002H	Additional Data Services – Overage for Telemetry 5 MB PWS Paragraph 6.6.3	121	Ea		
1002J	Additional Data Services – Overage for Telemetry 10+ MB PWS paragraph 6.6.3	18	Ea		
				TOTAL CLIN 1002	\$ _____
1003	Data Card/Mobile Broadband The Contractor shall provide data card/mobile broadband services with the basic data plan requirements IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS Paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
1003A	Unlimited Mobile Broadband Data w/ device, Price per month/ per device IAW PWS Paragraph 5.5.3 1-999 Users \$ _____ 1000-4999 Users \$ _____ 5000-15000 Users \$ _____	10,753	Ea		
1003B	Additional Broadband Services - Mobile Hot Spot, Price per month/ per device	107	Ea		

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	PWS Paragraph 5.5.4				
1003C	Additional Broadband Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.3.1 and 5.7	107	Ea		
				TOTAL CLIN 1003	\$ _____
CLIN	<u>Supplies or Services</u>	Evaluated Quantity	Unit of Issue	Unit Price	Price Per Year
1004	Devices Data devices include smartphones, data cards, mobile hotspot, and tablet computing devices. The Contractor shall provide devices used for data IAW PWS paragraphs 5.3 and 5.5. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
1004A	508 Compliant Device Voice PWS paragraph 5.3.1a	152	Ea		
1004B	508 Compliant Device Smart Phone PWS Paragraph 5.5.1.1a	152	Ea		
1004C	Ruggedized Device Voice PWS Paragraph 5.3.1b	505	Ea		
1004D	Ruggedized Device Smart Phone PWS Paragraph 5.5.1b	505	Ea		
1004E	Smart Phone Type 1 PWS Paragraph 5.5.1	758	Ea		
1004F	Smart Phone Type 2 PWS Paragraph 5.5.1	758	Ea		
1004G	Devices for Testing PWS Paragraph 5.6	152	Ea		
1004H	Tablets PWS Paragraph 5.5.1	1,010	Ea		
1004J	Out of Warranty – 508 Compliant Devices Voice PWS Paragraphs 5.3.1a and 5.4.1.1b	152	Ea		
1004K	Out of Warranty – 508 Compliant Device Smart Phone PWS Paragraphs 5.5.1.1a and 5.5.2.1c	152	Ea		
1004L	Out of Warranty – Ruggedized Device				

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	Phone PWS Paragraphs 5.3.1b and 5.4.1.1b	152	Ea		
1004M	Out of Warranty – Ruggedized Device Smart Phone PWS Paragraphs 5.5.1.1b and 5.5.2.1c	152	Ea		
1004N	Out of Warranty - Smart Phone Type 1 PWS Paragraph 5.5.1 and 5.5.2.1.c.	152	Ea		
1004P	Out of Warranty - Smart Phone Type 2 PWS Paragraph 5.5.1 and 5.5.2.1.c.	152	Ea		
1004Q	Out of Warranty - Tablet PWS Paragraph 5.5.1 and 5.5.2.1.c.	152	Ea		
1004R	Out of Warranty - Voice Device PWS Paragraph 5.3 and 5.4.1.1.b.	152	Ea		
1004S	Out of Warranty – Data Card Mobile Broadband Data Device PWS paragraph 5.5.3	152	Ea		
1004T	Out of Warranty – Mobile Hotspot Data Card Device PWS paragraph 5.5.3	152	Ea		
				TOTAL CLIN 1004	\$_____
1005	Removed				
1005A	Removed				
				TOTAL CLIN 1005	N/A
1006	Accessories The Contractor shall provide a standard accessory package for each provided voice phone device and/or smartphone device IAW PWS paragraph 5.8. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
1006A	Wired Headset PWS Paragraph 5.8b	758	Ea		
1006B	Wireless Headset PWS Paragraph 5.8.1a	758	Ea		
1006C	Car Charger PWS Paragraph 5.8.1b	758	Ea		

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1006D	Belt Clip Case (Swivel/Ratchet type) PWS Paragraph 5.8.1c	758	Ea		
1006E	Screen Protectors PWS Paragraph 5.8.1d	758	Ea		
1006F	Durable Protective Cases PWS Paragraph 5.8.1e	758	Ea		
1006G	USB Cable PWS Paragraph 5.8.1f	758	Ea		
1006H	Wall Charger PWS Paragraph 5.8a	758	Ea		
1006J	Spare Batteries PWS Paragraph 5.8.1.g	303	Ea		
				TOTAL CLIN 1006	\$ _____
1007	Monthly Status Report- Task Order Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.1. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Inspection/Acceptance: Destination	1	LO		NSP
1008	Monthly Status Report- Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.2. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Inspection/Acceptance: Destination	1	LO		NSP
1009	Small Business Participation Report Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.3 and Section D, Attachment 003. The price for this deliverable shall be amortized across all priced CLINs/SLINs.	1	LO		NSP

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	Due quarterly. Inspection/Acceptance: Destination				
1010	Task Order Kickoff Meetings Agenda Meeting Minutes Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.1. Price for these items shall be amortized across all priced SLINs.	1	LO		NSP
1011	Program Progress Reviews (PPR) Agenda, Meeting Minutes-Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.2. Price for these items shall be amortized across all priced SLINs. Inspection/Acceptance: Destination	1	LO		NSP
				TOTAL YEAR 2	\$ _____
CLIN Year 3	Supplies or Services	Evaluated Quantity	Unit of Issue	Price Month	per Price Per Year
2001	<u>Basic Voice (feature) Phone Plans</u> The Contractor shall provide Basic Voice (feature) phone plans and services in accordance (IAW) with paragraph 5.4 of the Performance Work Statement (PWS). Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
2001A	Pooled Voice/Unlimited Text Plan - IAW PWS Paragraph 5.4.1. Priced as 2 Million minute pool, 5 Million minute pool, 10 Million minute pool. 2 million up to 15,000 users \$ _____ 5 million up to 35,000 users \$ _____ 10 million up to 75,000 users \$ _____	74,365	Ea		

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2001B	Additional Voice Services - Push to Talk, Price per month/ per device PWS Paragraph 5.3.1c and 5.4.1.1a	1,806	Ea		
2001C	Additional Voice Services - Overage Minutes, Price per month/ per device PWS Paragraph 6.6.3	10,201	Ea		
2001D	Additional Voice Services - Temporary International Coverage, Price per month/ per device PWS Paragraph 5.7	610	Ea		
				TOTAL CLIN 2001	\$ _____
2002	Data Plans The Contractor shall provide data plans IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination	1	LO		
2002A	Unlimited Data Plan - Smartphones - Price per month/ per device PWS Paragraph 5.5.2 and 5.5.2.2 10,000 users \$ _____ 25,000 users \$ _____ 50,000 users \$ _____	15,070	Ea		
2002B	Additional Data Services - Telemetry 5 MB, Price per month/ per device PWS Paragraph 5.5.2.3a.	122	Ea		
2002C	Additional Data Services - Telemetry 10+ MB, Price per month/ per device PWS Paragraph 5.5.2.3b.	18	Ea		
2002D	Additional Data Services - Tethering, Price per month/ per device PWS Paragraph 5.5.2.1a	151	Ea		
2002E	Additional Data Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	151	Ea		
2002F	Additional Data Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.2.1b and 5.7	154	Ea		

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2002G	Unlimited Data Plan - Tablet, Price per month/ per device PWS Paragraphs 5.5.1 and 5.5.2	151	Ea		
2002H	Additional Data Services – Overage for Telemetry 5 MB PWS Paragraph 6.6.3	122	Ea		
2002J	Additional Data Services – Overage for Telemetry 10+ MB PWS paragraph 6.6.3	18	Ea		
				TOTAL CLIN 2002	\$_____
2003	Data Card/Mobile Broadband The Contractor shall provide data card/mobile broadband services with the basic data plan requirements IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS Paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
2003A	Unlimited Mobile Broadband Data w/ device, Price per month/ per device IAW PWS Paragraph 5.5.3 1-999 Users \$_____ 1000-4999 Users \$_____ 5000-15000 Users \$_____	10,861	Ea		
2003B	Additional Broadband Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	108	Ea		
2003C	Additional Broadband Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.3.1 and 5.7	108	Ea		
				TOTAL CLIN 2003	\$_____
CLIN	<u>Supplies or Services</u>	Evaluated Quantity	Unit of Issue	Unit Price	Price Per Year
2004	<u>Devices</u> Data devices include smartphones, data cards, mobile hotspot, and tablet computing devices. The Contractor shall provide devices used for data IAW PWS paragraphs 5.3 and 5.5.				

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	FOB POINT: DESTINATION Inspection/Acceptance: Destination				
2004A	508 Compliant Device Voice PWS paragraph 5.3.1a	154	Ea		
2004B	508 Compliant Device Smart Phone PWS Paragraph 5.5.1.1a	154	Ea		
2004C	Ruggedized Device Voice PWS Paragraph 5.3.1b	510	Ea		
2004D	Ruggedized Device Smart Phone PWS Paragraph 5.5.1b	510	Ea		
2004E	Smart Phone Type 1 PWS Paragraph 5.5.1	766	Ea		
2004F	Smart Phone Type 2 PWS Paragraph 5.5.1	766	Ea		
2004G	Devices for Testing PWS Paragraph 5.6	154	Ea		
2004H	Tablets PWS Paragraph 5.5.1	1,020	Ea		
2004J	Out of Warranty – 508 Compliant Devices Voice PWS Paragraphs 5.3.1a and 5.4.1.1b	154	Ea		
2004K	Out of Warranty – 508 Compliant Device Smart Phone PWS Paragraphs 5.5.1.1a and 5.5.2.1c	154	Ea		
2004L	Out of Warranty – Ruggedized Device Phone PWS Paragraphs 5.3.1b and 5.4.1.1b	154	Ea		
2004M	Out of Warranty – Ruggedized Device Smart Phone PWS Paragraphs 5.5.1.1b and 5.5.2.1c	154	Ea		
2004N	Out of Warranty - Smart Phone Type 1 PWS Paragraph 5.5.1 and 5.5.2.1.c.	154	Ea		
2004P	Out of Warranty - Smart Phone Type 2 PWS Paragraph 5.5.1 and 5.5.2.1.c.	154	Ea		
2004Q	Out of Warranty - Tablet PWS Paragraph 5.5.1 and 5.5.2.1.c.	154	Ea		
2004R	Out of Warranty - Voice Device PWS Paragraph 5.3 and 5.4.1.1.b.	154	Ea		

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2004S	Out of Warranty – Data Card Mobile Broadband Data Device PWS paragraph 5.5.3	154	Ea		
2004T	Out of Warranty – Mobile Hotspot Data Card Device PWS paragraph 5.5.3	154	Ea		
				TOTAL CLIN 2004	\$ _____
2005	Removed				
2005A	Removed				
				TOTAL CLIN 2005	N/A
2006	Accessories The Contractor shall provide a standard accessory package for each provided voice phone device and/or smartphone device IAW PWS paragraph 5.8. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
2006A	Wired Headset PWS Paragraph 5.8b	765	Ea		
2006B	Wireless Headset PWS Paragraph 5.8.1a	765	Ea		
2006C	Car Charger PWS Paragraph 5.8.1b	765	Ea		
2006D	Belt Clip Case (Swivel/Ratchet type) PWS Paragraph 5.8.1c	765	Ea		
2006E	Screen Protectors PWS Paragraph 5.8.1d	765	Ea		
2006F	Durable Protective Cases PWS Paragraph 5.8.1e	765	Ea		
2006G	USB Cable PWS Paragraph 5.8.1f	765	Ea		
2006H	Wall Charger PWS Paragraph 5.8a	765	Ea		
2006J	Spare Batteries PWS Paragraph 5.8.1.g	306	Ea		
				TOTAL CLIN 2006	\$ _____
2007	Monthly Status Report- Task Order	1	LO		NSP

	<p>Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.1. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs.</p> <p>Inspection/Acceptance: Destination</p>				
2008	<p>Monthly Status Report- Contract</p> <p>Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.2. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs.</p> <p>Inspection/Acceptance: Destination</p>	1	LO		NSP
2009	<p>Small Business Participation Report</p> <p>Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.3 and Section D, Attachment 003. The price for this deliverable shall be amortized across all priced CLINs/SLINs.</p> <p>Due quarterly.</p> <p>Inspection/Acceptance: Destination</p>	1	LO		NSP
2010	<p>Task Order Kickoff Meetings Agenda</p> <p>Meeting Minutes Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.1. Price for these items shall be amortized across all priced SLINs.</p> <p>Inspection/Acceptance: Destination</p>	1	LO		NSP
2011	<p>Program Progress Reviews (PPR)</p> <p>Agenda, Meeting Minutes-Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.2. Price for these items shall be amortized across all priced SLINs.</p>	1	LO		NSP

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	Inspection/Acceptance: Destination				
				TOTAL YEAR 3	\$ _____
CLIN Year 4 3001	Supplies or Services	Evaluated Quantity	Unit of Issue	Price per Month	Price Per Year
	Basic Voice (feature) Phone Plans The Contractor shall provide Basic Voice (feature) phone plans and services in accordance (IAW) with paragraph 5.4 of the Performance Work Statement (PWS). Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
3001A	Pooled Voice/Unlimited Text Plan - IAW PWS Paragraph 5.4.1. Priced as 2 Million minute pool, 5 Million minute pool, 10 Million minute pool. 2 million up to 15,000 users \$ _____ 5 million up to 35,000 users \$ _____ 10 million up to 75,000 users \$ _____	75,109	Ea		
3001B	Additional Voice Services - Push to Talk, Price per month/ per device PWS Paragraph 5.3.1c and 5.4.1.1a	1,824	Ea		
3001C	Additional Voice Services - Overage Minutes, Price per month/ per device PWS Paragraph 6.6.3	10,303	Ea		
3001D	Additional Voice Services - Temporary International Coverage, Price per month/ per device PWS Paragraph 5.7	616	Ea		
				TOTAL CLIN 3001	\$ _____
3002	Data Plans The Contractor shall provide data plans IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and	1	LO		

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	Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
3002A	Unlimited Data Plan - Smartphones - Price per month/ per device PWS Paragraph 5.5.2 and 5.5.2.2 10,000 users \$ _____ 25,000 users \$ _____ 50,000 users \$ _____	15,221	Ea		
3002B	Additional Data Services - Telemetry 5 MB, Price per month/ per device PWS Paragraph 5.5.2.3a.	124	Ea		
3002C	Additional Data Services - Telemetry 10+ MB, Price per month/ per device PWS Paragraph 5.5.2.3b.	19	Ea		
3002D	Additional Data Services - Tethering, Price per month/ per device PWS Paragraph 5.5.2.1a	152	Ea		
3002E	Additional Data Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	152	Ea		
3002F	Additional Data Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.2.1b and 5.7	156	Ea		
3002G	Unlimited Data Plan - Tablet, Price per month/ per device PWS Paragraphs 5.5.1 and 5.5.2	152	Ea		
3002H	Additional Data Services – Overage for Telemetry 5 MB PWS Paragraph 6.6.3	124	Ea		
3002J	Additional Data Services – Overage for Telemetry 10+ MB PWS paragraph 6.6.3	19	Ea		
				TOTAL CLIN 3002	\$ _____
3003	Data Card/Mobile Broadband The Contractor shall provide data card/mobile broadband services with the basic data plan requirements IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support				

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	Services IAW PWS Paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
3003A	Unlimited Mobile Broadband Data w/ device, Price per month/ per device IAW PWS Paragraph 5.5.3 1-999 Users \$ _____ 1000-4999 Users \$ _____ 5000-15000 Users \$ _____	10,970	Ea		
3003B	Additional Broadband Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	109	Ea		
3003C	Additional Broadband Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.3.1 and 5.7	109	Ea		
				TOTAL CLIN 3003	\$ _____
CLIN	<u>Supplies or Services</u>	Evaluated Quantity	Unit of Issue	Unit Price	Price Per Year
3004	Devices Data devices include smartphones, data cards, mobile hotspot, and tablet computing devices. The Contractor shall provide devices used for data IAW PWS paragraphs 5.3 and 5.5. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
3004A	508 Compliant Device Voice PWS paragraph 5.3.1a	156	Ea		
3004B	508 Compliant Device Smart Phone PWS Paragraph 5.5.1.1a	156	Ea		
3004C	Ruggedized Device Voice PWS Paragraph 5.3.1b	515	Ea		
3004D	Ruggedized Device Smart Phone PWS Paragraph 5.5.1b	515	Ea		
3004E	Smart Phone Type 1 PWS Paragraph 5.5.1	774	Ea		
3004F	Smart Phone Type 2 PWS Paragraph 5.5.1	774	Ea		

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3004G	Devices for Testing PWS Paragraph 5.6	156	Ea		
3004H	Tablets PWS Paragraph 5.5.1	1,030	Ea		
3004J	Out of Warranty – 508 Compliant Devices Voice PWS Paragraphs 5.3.1a and 5.4.1.1b	156	Ea		
3004K	Out of Warranty – 508 Compliant Device Smart Phone PWS Paragraphs 5.5.1.1a and 5.5.2.1c	156	Ea		
3004L	Out of Warranty – Ruggedized Device Phone PWS Paragraphs 5.3.1b and 5.4.1.1b	156	Ea		
3004M	Out of Warranty – Ruggedized Device Smart Phone PWS Paragraphs 5.5.1.1b and 5.5.2.1c	156	Ea		
3004N	Out of Warranty - Smart Phone Type 1 PWS Paragraph 5.5.1 and 5.5.2.1.c.	156	Ea		
3004P	Out of Warranty - Smart Phone Type 2 PWS Paragraph 5.5.1 and 5.5.2.1.c.	156	Ea		
3004Q	Out of Warranty - Tablet PWS Paragraph 5.5.1 and 5.5.2.1.c.	156	Ea		
3004R	Out of Warranty - Voice Device PWS Paragraph 5.3 and 5.4.1.1.b.	156	Ea		
3004S	Out of Warranty – Data Card Mobile Broadband Data Device PWS paragraph 5.5.3	156	Ea		
3004T	Out of Warranty – Mobile Hotspot Data Card Device PWS paragraph 5.5.3	156	Ea		
				TOTAL CLIN 3004	\$_____
3005	Removed				
3005A	Removed				
				TOTAL CLIN 3005	N/A
3006	Accessories The Contractor shall provide a standard accessory package for each provided voice phone device and/or smartphone device IAW PWS paragraph 5.8.				

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	FOB POINT: DESTINATION Inspection/Acceptance: Destination				
3006A	Wired Headset PWS Paragraph 5.8b	773	Ea		
3006B	Wireless Headset PWS Paragraph 5.8.1a	773	Ea		
3006C	Car Charger PWS Paragraph 5.8.1b	773	Ea		
3006D	Belt Clip Case (Swivel/Ratchet type) PWS Paragraph 5.8.1c	773	Ea		
3006E	Screen Protectors PWS Paragraph 5.8.1d	773	Ea		
3006F	Durable Protective Cases PWS Paragraph 5.8.1e	773	Ea		
3006G	USB Cable PWS Paragraph 5.8.1f	773	Ea		
3006H	Wall Charger PWS Paragraph 5.8a	773	Ea		
3006J	Spare Batteries PWS Paragraph 5.8.1.g	309	Ea		
				TOTAL CLIN 3006	\$_____
3007	Monthly Status Report- Task Order Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.1. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Inspection/Acceptance: Destination	1	LO		NSP
3008	Monthly Status Report- Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.2. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs.	1	LO		NSP

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	Inspection/Acceptance: Destination				
3009	Small Business Participation Report Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.3 and Section D, Attachment 003. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Due quarterly. Inspection/Acceptance: Destination	1	LO		NSP
3010	Task Order Kickoff Meetings Agenda, Meeting Minutes Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.1. Price for these items shall be amortized across all priced SLINs. Inspection/Acceptance: Destination	1	LO		NSP
3011	Program Progress Reviews (PPR) Agenda, Meeting Minutes-Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.2. Price for these items shall be amortized across all priced SLINs. Inspection/Acceptance: Destination	1	LO		NSP
				TOTAL YEAR 4	\$ _____
CLIN Year 5	Supplies or Services	Evaluated Quantity	Unit of Issue	Price per Month	Price Per Year
4001	Basic Voice (feature) Phone Plans The Contractor shall provide Basic Voice (feature) phone plans and services in accordance (IAW) with paragraph 5.4 of the Performance Work Statement (PWS). Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11.				

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	FOB POINT: DESTINATION Inspection/Acceptance: Destination				
4001A	Pooled Voice/Unlimited Text Plan - IAW PWS Paragraph 5.4.1. Priced as 2 Million minute pool, 5 Million minute pool, 10 Million minute pool. 2 million up to 15,000 users \$ _____ 5 million up to 35,000 users \$ _____ 10 million up to 75,000 users \$ _____	75,860	Ea		
4001B	Additional Voice Services - Push to Talk, Price per month/ per device PWS Paragraph 5.3.1c and 5.4.1.1a	1,7842	Ea		
4001C	Additional Voice Services - Overage Minutes, Price per month/ per device PWS Paragraph 6.6.3	10,406	Ea		
4001D	Additional Voice Services - Temporary International Coverage, Price per month/ per device PWS Paragraph 5.7	622	Ea		
				TOTAL CLIN 4001	\$ _____
4002	Data Plans The Contractor shall provide data plans IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination	1	LO		
4002A	Unlimited Data Plan - Smartphones - Price per month/ per device PWS Paragraph 5.5.2 and 5.5.2.2 10,000 users \$ _____ 25,000 users \$ _____ 50,000 users \$ _____	15,373	Ea		
4002B	Additional Data Services - Telemetry 5 MB, Price per month/ per device PWS Paragraph 5.5.2.3a.	125	Ea		
4002C	Additional Data Services - Telemetry 10+ MB, Price per month/ per device	19	Ea		

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	PWS Paragraph 5.5.2.3b.				
4002D	Additional Data Services - Tethering, Price per month/ per device PWS Paragraph 5.5.2.1a	154	Ea		
4002E	Additional Data Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	154	Ea		
4002F	Additional Data Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.2.1b and 5.7	158	Ea		
4002G	Unlimited Data Plan - Tablet, Price per month/ per device PWS Paragraphs 5.5.1 and 5.5.2	154	Ea		
4002H	Additional Data Services – Overage for Telemetry 5 MB PWS Paragraph 6.6.3	125	Ea		
4002J	Additional Data Services – Overage for Telemetry 10+ MB PWS paragraph 6.6.3	19	Ea		
				TOTAL CLIN 4002	\$ _____
4003	Data Card/Mobile Broadband The Contractor shall provide data card/mobile broadband services with the basic data plan requirements IAW PWS paragraph 5.5. Plans shall also include Management Portal and Reporting IAW PWS paragraph 5.10 and Support Services IAW PWS Paragraph 5.11. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
4003A	Unlimited Mobile Broadband Data w/ device, Price per month/ per device IAW PWS Paragraph 5.5.3 1-999 Users \$ _____ 1000-4999 Users \$ _____ 5000-15000 Users \$ _____	11,079	Ea		
4003B	Additional Broadband Services - Mobile Hot Spot, Price per month/ per device PWS Paragraph 5.5.4	110	Ea		

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4003C	Additional Broadband Services - Temporary International Coverage, Price per month/ per device PWS Paragraphs 5.5.3.1 and 5.7	110	Ea		
				TOTAL CLIN 4003	\$_____
CLIN	<u>Supplies or Services</u>	Evaluated Quantity	Unit of Issue	Unit Price	Price Per Year
4004	Devices Data devices include smartphones, data cards, mobile hotspot, and tablet computing devices. The Contractor shall provide devices used for data IAW PWS paragraphs 5.3 and 5.5. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
4004A	508 Compliant Device Voice PWS paragraph 5.3.1a	158	Ea		
4004B	508 Compliant Device Smart Phone PWS Paragraph 5.5.1.1a	158	Ea		
4004C	Ruggedized Device Voice PWS Paragraph 5.3.1b	520	Ea		
4004D	Ruggedized Device Smart Phone PWS Paragraph 5.5.1b	520	Ea		
4004E	Smart Phone Type 1 PWS Paragraph 5.5.1	782	Ea		
4004F	Smart Phone Type 2 PWS Paragraph 5.5.1	782	Ea		
4004G	Devices for Testing PWS Paragraph 5.6	158	Ea		
4004H	Tablets PWS Paragraph 5.5.1	1,040	Ea		
4004J	Out of Warranty – 508 Compliant Devices Voice PWS Paragraphs 5.3.1a and 5.4.1.1b	158	Ea		

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4004K	Out of Warranty – 508 Compliant Device Smart Phone PWS Paragraphs 5.5.1.1a and 5.5.2.1c	158	Ea		
4004L	Out of Warranty – Ruggedized Device Phone PWS Paragraphs 5.3.1b and 5.4.1.1b	158	Ea		
4004M	Out of Warranty – Ruggedized Device Smart Phone PWS Paragraphs 5.5.1.1b and 5.5.2.1c	158	Ea		
4004N	Out of Warranty - Smart Phone Type 1 PWS Paragraph 5.5.1 and 5.5.2.1.c.	158	Ea		
4004P	Out of Warranty - Smart Phone Type 2 PWS Paragraph 5.5.1 and 5.5.2.1.c.	158	Ea		
4004Q	Out of Warranty - Tablet PWS Paragraph 5.5.1 and 5.5.2.1.c.	158	Ea		
4004R	Out of Warranty - Voice Device PWS Paragraph 5.3 and 5.4.1.1.b.	158	Ea		
4004S	Out of Warranty – Data Card Mobile Broadband Data Device PWS paragraph 5.5.3	158	Ea		
4004T	Out of Warranty – Mobile Hotspot Data Card Device PWS paragraph 5.5.3	158	Ea		
				TOTAL CLIN 4004	\$_____
4005	Removed				
4005A	Removed				
				TOTAL CLIN 4005	N/A
4006	Accessories The Contractor shall provide a standard accessory package for each provided voice phone device and/or smartphone device IAW PWS paragraph 5.8. FOB POINT: DESTINATION Inspection/Acceptance: Destination				
4006A	Wired Headset PWS Paragraph 5.8b	780	Ea		
4006B	Wireless Headset PWS Paragraph 5.8.1a	780	Ea		

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4006C	Car Charger PWS Paragraph 5.8.1b	780	Ea		
4006D	Belt Clip Case (Swivel/Ratchet type) PWS Paragraph 5.8.1c	780	Ea		
4006E	Screen Protectors PWS Paragraph 5.8.1d	780	Ea		
4006F	Durable Protective Cases PWS Paragraph 5.8.1e	780	Ea		
4006G	USB Cable PWS Paragraph 5.8.1f	780	Ea		
4006H	Wall Charger PWS Paragraph 5.8a	780	Ea		
4006J	Spare Batteries PWS Paragraph 5.8.1.g	312	Ea		
				TOTAL CLIN 4006	\$ _____
4007	Monthly Status Report- Task Order Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.1. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Inspection/Acceptance: Destination	1	LO		NSP
4008	Monthly Status Report- Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.2. After the initial submission, due by the 10th of each calendar month throughout the PoP. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Inspection/Acceptance: Destination	1	LO		NSP
4009	Small Business Participation Report Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.1.3 and Section	1	LO		NSP

	D, Attachment 003. The price for this deliverable shall be amortized across all priced CLINs/SLINs. Due quarterly. Inspection/Acceptance: Destination				
4010	Task Order Kickoff Meetings Agenda, Meeting Minutes Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.1. Price for these items shall be amortized across all priced SLINs. Inspection/Acceptance: Destination	1	LO		NSP
4011	Program Progress Reviews (PPR) Agenda, Meeting Minutes-Contract Shall be provided in accordance with Section D, Performance Work Statement, Paragraph 5.2.2. Price for these items shall be amortized across all priced SLINs. Inspection/Acceptance: Destination	1	LO		NSP
				TOTAL YEAR 5	\$ _____

B.2 CONTRACT MINIMUM/MAXIMUM

In accordance with Section I, FAR clause 52.216-22 entitled, "Indefinite Quantity" the Maximum value of the National Mobile Device and Services (NMDS) program is \$200,000,000.00. The cumulative value of all Task Orders issued under the NMDS program shall not exceed \$200,000,000.00.

The minimum guarantee for each contract awarded is \$20,000.00. It will be satisfied with the issuance of the initial task order for each contract; however, the initial task order may not be issued concurrent with the award of a contract.

B.3 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations ("FAR"), shall govern this IDIQ contract and all orders made under it. Commercial license agreements may be made a part of this contract but only if both parties expressly make them an addendum. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the contract; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap) or any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or

any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this contract, 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; 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. Federal law and regulation, including without limitation, the Contract Disputes Act (41 U.S.C. §601-613), the Anti-Deficiency Act (31 U.S.C. §1341 et seq.), the Competition in Contracting Act (41 U.S.C. §253), the Prompt Payment Act (31 U.S.C. §3901, et seq.) and FAR clauses, 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 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 or any order must be made by contract modification (Standard Form 30). Nothing in this contract or any commercial license agreement shall be construed as a waiver of sovereign immunity.



PERFORMANCE WORK STATEMENT (PWS)

DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology
Service Delivery and Engineering
Program Administrative Office

National Mobile Device and Services

Date: 28 September 2012

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1.0 BACKGROUND

The Office of Information & Technology (OIT) is responsible for providing mobile device and related wireless services to Department of Veterans Affairs (VA) Medical Centers, Community Based Outpatient Clinics (CBOC), field and program offices and other remote users that are geographically dispersed throughout the 50 United States (US), District of Columbia, Puerto Rico, and the US Virgin Islands. These services include the availability of continuous wireless telecommunications services to include data (email), telephone/voice (including voicemail) and/or wireless internet to designated VA staff within the geographic areas identified herein.

Currently VA utilizes a variety of contract vehicles to acquire these services and devices. This effort will provide a consolidated and centralized vehicle to acquire and manage these services and devices. It will help VA achieve the Federal Government requirements to consolidate the acquisition of these services and devices to reduce overall costs.

During the course of this contract, the Government expects to award a separate Telecommunication Expense Management System (TEMS) contract to a TEMS service provider. If required, the Government will negotiate transition activities with the Contractor.

2.0 APPLICABLE DOCUMENTS

Documents referenced or germane to this Performance Work Statement (PWS) are listed below. In the performance of the tasks associated with this PWS, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201, "Personal Identity Verification of Federal Employees and Contractors," March 2006
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
6. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
7. Department of Veterans Affairs (VA) Directive 0710, "Personnel Suitability and Security Program," May 18, 2007
8. VA Directive 6102, "Internet/Intranet Services," July 15, 2008
9. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
10. OMB Circular A-130, "Management of Federal Information Resources," November 28, 2000
11. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
12. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004

13. VA Directive 6500, "Information Security Program," August 4, 2006
14. VA Handbook 6500, "Information Security Program," September 18, 2007
15. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010
16. VA Handbook 6500.2, "Management of Security and Privacy Incidents," June 17, 2008.
17. VA Handbook 6500.3, "Certification and Accreditation of VA Information Systems," November 24, 2008.
18. VA Handbook, 6500.5, Incorporating Security and Privacy in System Development Lifecycle.
19. VA Handbook 6500.6, "Contract Security," March 12, 2010
20. Project Management Accountability System (PMAS) portal (reference PWS References -Technical Library at <https://www.voa.va.gov/>)
21. OIT ProPath Process Methodology (reference PWS References -Technical Library and ProPath Library links at <https://www.voa.va.gov/>) NOTE: In the event of a conflict, OIT ProPath takes precedence over other processes or methodologies.
22. Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/>)
23. National Institute Standards and Technology (NIST) Special Publications
24. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
25. VA Directive 6300, Records and Information Management, February 26, 2009
26. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010

3.0 SCOPE OF WORK

This is an acquisition for cellular and wireless services and devices for VA throughout the fifty (50) United States, District of Columbia, Puerto Rico, and US Virgin Islands to include the VA facilities listed in Attachment A, as well as outside the United States on a temporary basis. Wireless services include voice and text only services (voice phone devices), voice, text, and data services (smartphone devices), and data services (mobile broadband cards, etc.). The Contractor shall provide all labor, management, tools, material, and equipment to perform all requirements described herein. The scope of this work shall include the incorporation of emerging technologies over the life of the contract.

The tasks described in this PWS are general requirements that may be required in subsequent task orders. Specific requirements will be defined in the individual task orders to be awarded under this Indefinite-Delivery Indefinite-Quantity contract. Not all requirements described in Section 5.0 will apply to each task order, but those that do apply will be cited and expanded upon in the PWS for each task order.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The ordering period for the basic contract shall be five years from the date of award.

4.2 PLACE OF PERFORMANCE

The place of performance shall be identified in individual task orders. Locations will be Government or Contractor sites within the continental United States (CONUS) and/or

outside the continental United States (OCONUS) at VA locations in Hawaii, Puerto Rico, and US Virgin Islands. Locations include VA facilities, treatment facilities, health clinics, and Tricare facilities as defined in individual task orders. A list of VA locations is contained in Attachment A.

4.3 TRAVEL

Travel shall be in accordance with individual task order requirements.

5.0 SPECIFIC TASKS AND DELIVERABLES

5.1 REPORTING REQUIREMENTS

5.1.1 MONTHLY CONTRACT STATUS REPORT (TASK ORDER)

The Contractor shall prepare and submit a monthly Status Report in Microsoft (MS) Word format. This report shall convey the status of the task order from award until completion. All relevant billing information shall be delivered electronically.

A. For each task order, indicate/discuss:

1. Task order summary
2. Performance metrics
3. Task order schedule
4. Critical items for Government review
5. Accomplishments
6. Significant open issues, risk and mitigation action
7. Summary of issues closed
8. Meetings completed
9. Projected meetings
10. Subcontractor performance – discuss first tier Subcontractors and Contractor performance to include outages
11. Projected activities for next reporting period
12. Explanation if the reporting period is over one month
13. Receiving report submitted
14. Milestone payment schedule
15. Automated bill of materials in database format

B. General and Cumulative Performance. Indicate the following:

1. Any general meetings that occurred with Government representatives during the reporting period
2. Total dollars awarded to date (ceiling)
3. Total dollars invoiced to date, by fiscal year, and since contract award

C. Performance Metrics

1. Schedule Performance to Plan

Deliverable:

- A. Monthly Contract Status Report (Task Order)

5.1.2 MONTHLY CONTRACT STATUS REPORT (CONTRACT)

The Contractor shall prepare and submit a monthly Status Report in Microsoft (MS) Word format. This report shall convey the status of all task orders awarded as of contract inception as well as cumulative contract performance. All relevant billing information shall be delivered electronically. Task orders that are completed shall be listed as such. This report shall be a rollup/summary of each task order. The content requirements are the same as in section 5.1.1 A, B, and C.

Deliverable:

- A. Monthly Contract Status Report (Contract)

5.1.3 SMALL BUSINESS PARTICIPATION REPORT (BASE CONTRACT LEVEL)

This report shall be a rollup/summary of each task order. In accordance with Small Business Participation report format as referenced in Attachment C of the solicitation, the Contractor shall submit the Small Business Participation Report on a quarterly basis to the Contracting Officer (CO). The content requirements are set forth as an attachment to the solicitation.

Deliverable:

- A. Small Business Participation Report

5.2 MEETING REQUIREMENTS

For successful management and contract surveillance, the following meetings and reviews are required.

5.2.1 TASK ORDER KICKOFF MEETINGS (TASK ORDER LEVEL)

The Contractor shall hold a kickoff meeting at the task order level within 10 days after the task order award or unless otherwise specified in the task order. At a minimum, the Contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. Dates, locations (can be virtual), and agenda shall be specified at least five (5) calendar days prior to the meeting. The CO, Contracting Officer's Representative (COR), and VA Program Manager shall be invited at a minimum. The Contractor shall produce and distribute the task order kickoff meeting minutes identifying the key discussion points and action items. The Contractor shall deliver the task order kickoff meeting minutes to the COR within five days after the task order kickoff meeting.

5.2.2 PROGRAM PROGRESS REVIEWS (BASE CONTRACT LEVEL)

The Contractor shall conduct Program Progress Reviews (PPRs) for Government personnel at a mutually agreeable facility (can be virtual). The CO or the COR will schedule the initial PPR. It is anticipated the first PPR will occur no later than 90 calendar days after date of contract award. Thereafter, PPRs shall occur quarterly, for the life of the contract. During each PPR, the Contractor shall present material that addresses:

1. Status of current technology

2. Status of task orders
3. Actions under warranty and maintenance
4. Significant trends in usage of data, voice, and devices
5. Activities determined to be of importance to VA, such as unanticipated problems and high visibility issues identified by VA
6. Status of significant program events
7. Coverage issues and resolutions, to include outages

The Contractor shall produce and distribute the PPR meeting minutes identifying the key discussion points and action items. The Contractor shall deliver the PPR meeting minutes to the CO within five days after the PPR.

5.3 VOICE PHONE DEVICES

The Contractor shall provide voice phone devices for the voice plan(s) that shall include all the following features:

- a. Caller ID display
- b. Call waiting
- c. Three-way calling
- d. Voice and texting capability
- e. Standard accessories package, in accordance with section 5.8 Accessories.

5.3.1 VOICE PHONE DEVICE AVAILABLE OPTIONS

- a. At least one device under each plan for purchase shall be compliant with Section 508, 1194.31 of the Rehabilitation Act
- b. Commercially available ruggedized device
- c. Push-to-talk

5.4 PLAN REQUIREMENTS FOR ALL VOICE PHONE PLANS

5.4.1 BASIC VOICE (FEATURE) PHONE PLANS

The Contractor shall provide Basic Voice (feature) phone plans that shall include the following:

- a. Unlimited nighttime and weekend calls made to and from within the 50 United States (US), District of Columbia, Puerto Rico, and the US Virgin Islands. Nighttime is Monday through Friday, 9:00 p.m. to 6:00 a.m., local time. Weekend is 12:00 a.m. Saturday through 11:59 p.m. Sunday, local time.
- b. Unlimited texting
- c. Three-way calling
- d. Unlimited mobile to mobile calls within carrier's national network without decreasing the available minutes
- e. Unlimited voicemail retrieval
- f. Call waiting
- g. Caller ID
- h. No answer/busy transfer
- i. Call forwarding
- j. No cost temporary international activation

- k. Coverage shall be in accordance with section 5.9 Voice and Data Coverage
- l. No roaming charges within the continental United States and District of Columbia
- m. Provide a new updated device, at no cost, when the original device was provided by the Contractor no less often than every twenty months unless a postponement is agreed to by the Ordering Officer and the Contractor (Not Separately Priced). If the new free updated device is postponed, the Ordering Officer may request the new free updated device at a later date.
- n. Pooling of all domestic voice minutes, from all minute plans, at the contract level
- o. No cost telephone number porting when transferring to a new device
- p. One to three free voice phone device types meeting the requirements in section 5.3 Voice Phone Devices shall be offered per plan and shown on the Contractor-provided VA management portal
- q. At least one offered device shall be compliant with Section 508, 1194.31 of the Rehabilitation Act
- r. Support services in accordance with section 5.11 Support Services
- s. Management portal and reporting services in accordance with section 5.10 Management Portal and Reporting

The Contractor shall provide optimized minute pool plans with the following characteristics:

- a. Pooled minutes based on aggregated volumes
- b. Use of pooled minutes with no penalties or surcharges
- c. Pooling shall occur at the service provider level for all task orders awarded and in force
- d. Provide voice phones based on aggregate volumes of pooled minutes at no additional charge

5.4.1.1 BASIC VOICE (FEATURE) PHONE PLAN AVAILABLE OPTIONS

- a. Unlimited push-to-talk (PTT) usage with PTT capable device without decreasing the available minutes
- b. Provide devices (refurbished devices are acceptable) to replace devices that are broken or lost and not covered under a warranty.

5.5 DATA PLANS AND DEVICES

5.5.1 DATA DEVICES

Data devices include smartphones, data cards, mobile hotspot, and tablet computing devices. The Contractor shall provide devices used for data that include the following features:

- a. For data devices that feature voice capabilities, such devices shall meet all voice phone requirements specified in section 5.3 Voice Phone Devices
- b. As applicable, all data devices shall have the following settings which are capable of being managed by VA Mobile Device Management (MDM):
 - 1. Active sync policies
 - 2. allow/disable camera
 - 3. allow/disable web browser

4. allow/disable screen capture
 5. APP control policy
 6. App install (through Links)
 7. application wrapping
 8. device inventory
 9. disable native application store
 10. enforce encryption
 11. group actions
 12. inactivity time in minutes
 13. jailbreak detect
 14. location policy
 15. lock and unlock device
 16. lock application
 17. max failed passwords
 18. minimum number of complex characters
 19. minimum password age
 20. ownership status
 21. password enforcement
 22. password history
 23. policy refresh interval
 24. prohibit simple password
 25. remote wipe
 26. enterprise app store access
 27. require numbers, letters, and special characters for complex password
 28. root detect
 29. Secure/Multipurpose Internet Mail Extensions (S/MIME) encryption using soft certs
 30. accept management by BlackBerry Enterprise Server (BES) server (BlackBerry devices)
 31. accept Good for enterprise email client
 32. secure browser
 33. send message
 34. service monitoring
 35. user self service (invitation)
 36. wipe application
 37. wipe device
- c. Vibrate alert to emails and text messages
 - d. Ring alert to emails and text messages
 - e. Ability to disable audio recording, video recording, and all recording functionality
 - f. Transmit and receive data (e.g., surf the Internet) while conducting a voice session on Global System for Mobile Communications (GSM) or fourth generation (4G) capable phones as a minimum.
 - g. Devices must be able to integrate and synchronize with the VA BlackBerry Enterprise Server or Good enterprise server
 - h. Devices shall be compatible with email services that employ Advanced Encryption Standard (AES) encryption

- i. No decrease of transmission speeds

5.5.1.1 DATA DEVICE AVAILABLE OPTIONS

- a. At least one device under each plan for purchase shall be compliant with Section 508, 1194.31 of the Rehabilitation Act
- b. Commercially available ruggedized device

5.5.2 BASIC DATA PLAN REQUIREMENTS FOR DATA DEVICES (SMARTPHONES, TABLETS)

The Contractor shall provide data plans that include the following:

- a. For data devices that feature voice capabilities, meet the requirements of the basic voice plan specified in section 5.4.1 Basic Voice (Feature) Phone Plans
- b. Data shall include emails, Internet access, video, Multimedia Messaging Service (MMS), and other data
- c. A data service plan added to a voice service plan. This is defined as a data add-on service plan.
- d. 3G or higher data rates. Higher means that, when the best available data rates offered to any customers in the area of service are higher than 3G, the higher rate shall be provided.
- e. Internet access
- f. Assist authorized users with the transfer of data content from old to new device
- g. One to three free device types meeting the requirements defined herein, shall be offered per plan and shown on the Contractor-provided VA Government website
- h. At least one offered device shall be compliant with Section 508, 1194.31 of the Rehabilitation Act
- i. Over the life of the contract the Contractor shall provide refresh of devices with data capability no later than 20 months after activation. The refreshed item must meet or exceed all of the technical requirements specified herein. Devices offered for refresh must be submitted for testing in accordance with section 5.6 Devices for Testing at least 45 days prior to the refresh date. At least 30 days prior to submitting devices for testing the Contractor shall notify the CO and COR in writing of the impending device change. Notification shall include at a minimum the specific manufacturer make and model number of the current device on contract and those of the refresh device. The price of the device(s) refreshed, including support services, shall be equal to or lower than the current contract pricing for the same product.
- j. Support services in accordance with section 5.11 Support Services
- k. Management portal and reporting services in accordance with section 5.10 Management Portal and Reporting

5.5.2.1 DATA PLAN AVAILABLE OPTIONS

- a. Multi-device tethering capability included for domestic services
- b. Temporary international coverage with no turn on fee
- c. Provide devices (refurbished devices are acceptable) to replace devices that are broken or lost and not covered under a warranty

5.5.2.2 UNLIMITED DATA PLAN

In addition to the basic data requirements, the Contractor shall provide a plan with unlimited data access for smartphones and tablets.

5.5.2.3 TELEMETRY DATA ONLY PLAN

For the purposes of a RouteMatch implementation within VA Veterans Transportation Service (VTS), the Contractor shall provide Telemetry plans and services as follows:

- a. Five (5) megabyte (MB) per vehicle per month plan. This will support monthly manifest requirements and Global Positioning System (GPS) reporting rates of approximately two to three minutes on average.
- b. Ten (10) or greater MB per vehicle per month plan. This will support monthly manifest requirements and GPS reporting rates of approximately one minute on average.
- c. Pooling. All Telemetry data ordered shall be pooled at the contract level.
- d. Software updates to devices over the wireless network
- e. Support services in accordance with section 5.11 Support Services
- f. Management portal and reporting services in accordance with section 5.10 Management Portal and Reporting

5.5.3 DATA CARD/MOBILE BROADBAND PLAN REQUIREMENTS

The Contractor shall provide data card/mobile broadband services with the basic data plan requirements and shall include the following features and services:

- a. Unlimited data usage
- b. Third generation (3G) or higher data rates. Higher means that, when the best available data rates offered to any customers in the area of service are higher than 3G, the higher rate shall be provided.
- c. Support services in accordance with section 5.11 Support Services
- d. Management portal and reporting services in accordance with section 5.10 Management Portal and Reporting
- e. One to three free 4G capable data card device types shall be offered per plan and shown on the Contractor-provided VA management portal.

5.5.3.1 DATA CARD/MOBILE BROADBAND PLAN AVAILABLE OPTIONS

- a. Temporary international coverage

5.5.4 MOBILE HOTSPOT DATA PLAN REQUIREMENTS

Mobile hotspot services for devices that have hotspot functionality may be required during performance. The Contractor shall provide mobile hotspot data plans that include the following:

- a. Unlimited data allowance
- b. Unlimited monthly usage
- c. No domestic roaming or long distance charges
- d. 3G or higher data rates. Higher means that, when the best available data rates offered to any customers in the area of service are higher than 3G, the higher rate shall be provided.
- e. Support services in accordance with section 5.11 Support Services

- f. Management portal and reporting services in accordance with section 5.10 Management Portal and Reporting
- g. One to three free mobile hotspot device types meeting the requirements of 5.5.4.1 shall be offered per plan and shown on the Contractor-provided VA management portal

5.5.4.1 MOBILE HOTSPOT DATA CARD DEVICE REQUIREMENTS

Mobile hotspot data cards may be required during performance. These data cards shall include the following:

- a. Capable of providing support to five devices at once
- b. Battery power availability of at least 3.5 hours
- c. At least protocol 802.11n based router
- d. 4G capable
- e. Existing telephone number portability when transferring to a new device

5.6 DEVICES FOR TESTING

The Contractor shall provide devices for testing purposes or for refresh as defined in section 5.5.2.i. These devices will typically be used for new and emerging technologies and upgrades as defined in section 5.16 Emerging Technologies. They may also be used to test coverage at various geographical locations.

5.7 TEMPORARY INTERNATIONAL COVERAGE

In rare instances, VA personnel require use of their devices while overseas. This task (which will be priced separately) is to provide temporary international coverage to identified devices. When requested by the CO or COR, the Contractor shall provide services that include the following at a minimum:

- a. Data usage
- b. Roaming or long distance charges
- c. Voice mail with message waiting indicator
- d. Caller ID
- e. Call waiting
- f. Three-way calling
- g. Call forwarding
- h. No answer/busy transfer

5.8 ACCESSORIES

The Contractor shall provide a standard accessory package for each provided voice phone device and/or smartphone device. The standard accessory package shall include at least the following:

- a. Wall charger (may be combined with combination car charger)
- b. Wired headsets
- c. User manual (electronic format acceptable)

5.8.1 OTHER ACCESSORIES

The Contractor shall offer other device accessories for purchase. These include:

- a. Wireless (Bluetooth) headsets

- b. Car charger (may be combined with combination wall charger)
- c. Belt clip case (swivel/ratchet type)
- d. Screen protectors
- e. Durable protective cases
- f. Universal Serial Bus (USB) cable
- g. Device replacement/spare batteries

5.9 VOICE AND DATA COVERAGE

The Contractor shall provide voice and data coverage in the 50 United States, District of Columbia, Puerto Rico, and the US Virgin Islands. Where the carrier does not currently service an area, the Contractor shall make arrangements with local or other carriers to provide the required service. The Contractor shall rapidly react to and resolve coverage issues that may arise due to dynamically changing usage within a covered area.

5.9.1 END USER ADJUSTMENTS

During the period of performance of this contract, VA staffing levels and changes in employee requirements (this does not include device refresh which is covered in sections 5.4.1.m. and 5.5.2.i.) will occur. Therefore, the Contractor shall, when requested by the CO or COR, adjust the type and quantity of the mobile services/devices provided with no penalty assessed for downward (deactivations and therefore reduced costs) or upward (activations) adjustments. This includes changes in carriers required due to unacceptable service.

5.10 MANAGEMENT PORTAL AND REPORTING

The Contractor shall provide a VA-only, password-protected, web-based, management portal that provides VA the following:

- a. The ability for VA to activate/deactivate/suspend/swap devices as needed.
- b. Report generation by authorized VA users of all VA account data in the system, exportable in a common file format as specified in 5.10.1 Portal Data and Reporting.

The COR(s) shall identify the users of this web-based portal. The Contractor shall provide all required portal training.

Note: The Contractor web-based portal shall provide for increased visibility by creating an environment that clearly captures accurate asset inventory, usage trends, policy guidelines, device ownership, program costs and end-user requests regarding the maintenance of all VA mobile wireless devices.

5.10.1 PORTAL DATA AND REPORTING

The Contractor shall provide all generally provided, commercially available data reports to VA through the portal. These reports, on demand through the portal, will be used by VA to manage the VA Wireless Services Program. The report data shall be able to be aggregated by personal phone number, VA facility, Veterans Integrated Service Network (VISN), region, task order, and total contract. Specific data reporting elements will be used to: (1) understand VA-wide customer usage by number of lines per facility, rate plans (with minutes used and overages), and overall dollars spent; and, (2) identify savings opportunities, such as rate plan optimization, enterprise spend management, and

reduction of overage and roaming costs. All data and reports shall be posted on the Contractor portal. Data shall be downloadable in MS Excel, Adobe Portable Document Format (PDF), or tab delimited American Standard Code for Information Interchange (ASCII) format. (For the purpose of this contract, Contracting Level and Enterprise Level are interchangeable terms.) All data must have the ability for Electronic Data Interchange (EDI) in a variety of formats, i.e. MS Word, MS Excel, tab delimited ASCII, comma-separated values (CSV), extensible markup language (XML), or other standard formats such as flat-files or text files. The following data access capabilities and reporting elements are required:

- a. The Contractor shall provide VA designees, as assigned by the COR, with unlimited online (or web) access to reporting data as described above.
- b. The portal shall provide a report containing all users of the portal.
- c. Online (or web) access must be granted to all designated personnel on or before 30 days after contract award.
- d. Reporting data shall be updated at least monthly and contain a full month of usage data, which can be pulled on a month-to-month basis (delineated by month), or pulled with cumulative totals from the beginning month to the last full month of data.
- e. Contract Level Monthly Usage Reports shall include, the following data elements:
A summary of VA-wide totals for plans purchased (e.g., number of minute pooling plans, voice, smartphone, data cards, international, other, etc. include services like tethering, etc.)
Total lines of service purchased for each plan
Contracted rate plan price for each line of service
Total basic costs - Total number of lines by plan, with a total sum of all lines, include a separate section for lines or devices or supplies not falling under a plan including a breakout for international usage
Number of different activities (identified via the number of end-users by facility or Billing Account Number) within each plan
Method of payment summary information (e.g. list the payment method whether it is by purchase card, purchase order, or other method)
- f. Contract Level Monthly Usage Reports shall also include detailed usage information per plan that includes:
 1. Total minutes used per month, and per plan
 2. Total peak/anytime minutes used
 3. Total off-peak/"free" minutes used
 4. Total domestic roaming minutes and associated cost (if applicable)
 5. Total overage minutes and associated cost (if applicable)
 6. Domestic long distance usage and associated cost per minute (if applicable)
 7. International long distance usage and associated cost per minute (if applicable)
 8. International roaming usage and associated cost per minute (if applicable)
 9. Country Code for international roaming charges (if applicable)
 10. Number of text messages and associated costs (if applicable)
 11. Kilobyte or data usage and associated costs (if applicable)

12. Usage and overage data for all other features (e.g. call forwarding, directory assistance, etc.)
 13. Trend analysis and optimization recommendations at the contract level
 14. Total price paid per line (including monthly per minute charges, overages per phone line, FCC fees and taxes)
 15. Usage and overage data for all other features with a usage-based cost component
 16. Zero usage end users will be reported on each month and recommendations for disconnection will be made based on recurring pattern.
 17. Other plan data (analysis, trending, optimizing and suggestions)
- g. On Demand Reports – the following reports shall be available on demand:
1. Custom Report Request – Customer generated report request
 2. Devices Report – By Type
 3. Devices Report – By User
 4. Cancellations Report
 5. System Activity Reports (include: accessory order, device assignment, order custom data request, device loan request, device replacement, device swap, device upgrade, disconnect service, feature change, network outage, new line, number change, plan change, port, port with transfer of liability, suspend/unsuspended, transfer of liability, upgrade eligibility check)

5.11 SUPPORT SERVICES

The Contractor shall provide unlimited 24 hours a day, 7 days a week, 365 days a year call support service. This service shall include:

- a. Basic wireless carrier troubleshooting
- b. Portal assistance
- c. Suspension of lost or stolen device
- d. Call logging for purposes of documentation and reporting
- e. Carrier tech support
- f. Voicemail resets
- g. Assistance with setting up specified users with Wireless Priority Service
- h. Transfer of contact information from the old to new phone
- i. Activation, deactivation, changing services, and number portability, provided at no additional charge
- j. Voice phone and data devices broken or lost shall be replaced and have service restored and transferred to new device within two business days without additional charges

5.12 NOTIFICATION OF UNSCHEDULED SERVICE OUTAGE

The Contractor shall notify the designated COR(s), and affected facility(s) when any unscheduled outage of service occurs, by any means necessary, within 45 minutes of an incident, and information must be provided by the assigned customer service representative. The Contractor shall provide updates every 30 minutes until the event is mitigated or concluded. Notification shall include services to be impacted and location of

the impacted users, expected service restoration time and date if known. Notification shall be provided when the service has been restored within 30 minutes of occurrence.

5.13 NOTIFICATION OF SCHEDULED SERVICE OUTAGE

The Contractor shall notify the COR(s) of scheduled downtime at least one (1) week in advance via e-mail if a service will be impacted. Notification shall include services to be impacted, length of time, and expected service restoration time and date. Notification shall be provided when the service has been restored within 30 minutes of occurrence.

5.14 REMOVED

5.15 DEDICATED PROGRAM MANAGER

The Contractor shall provide a dedicated Program Manager to work with the VA Wireless Program/Contracting Office for the successful execution and ongoing management of this contract. The Contractor shall provide the name and contact information (including phone and e-mail address) for the Program Manager as well as alternative points of contact (POCs) that may be used in the event the Program Manager is unavailable.

Designated Contractor Program Manager Support includes:

- a. Serving as direct contact by VA Wireless Program/Contract Office for problem escalation and resolution
- b. Providing responses to questions or concerns within a 24 hour period
- c. Providing assistance with urgent requests (e.g. broken equipment, coverage issues and/or questions, lost or stolen devices, service interruptions, etc.)
- d. Assisting with normal requests such as service changes or inquiries, billing changes or inquiries, cancellations, equipment upgrades, customer transitioning and mobile number changes
- e. Working with Contractor sales team to meet reporting and other contract-related requirements

5.16 EMERGING TECHNOLOGIES

As new technologies are developed and used by the commercial industry or the Government, VA and/or the Contractor may identify these technologies, and propose necessary additions, upgrades or improvements to the current contract devices. Before these devices are added to the contract they must be submitted for testing in accordance with section 5.6 Devices for Testing. Upon successful completion of testing, a device will only be added to the contract by a formal contract modification to include agreed to terms and conditions of the change.

5.17 WARRANTY

All devices provided will have a one year standard commercially available warranty at a minimum. All defective devices replaced during the warranty period will be retained by VA for disposal in accordance with VA Handbook 6500.1 Electronic Media Sanitization requirements.

5.18 BASIC TERMINATION AND LIABILITY CLAUSES

No plan offered under this contract shall include basic termination and/or liability clauses.

6.0 GENERAL REQUIREMENTS

6.1 SECURITY

The Contractor(s) shall comply with all personnel security requirements included in this contract and any unique organization security requirements described in each individual task order. All Contractor personnel who require access to VA computer systems or VA sensitive information shall be subject to background investigations and must receive a favorable background investigation from VA. Unless stated in a task order, the Contractor shall not be required to have access to VA computer systems or VA sensitive information.

The Contractor shall comply with the following security requirements.

- 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.

6.1.1 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

The position/task sensitivity risk designation [LOW, MODERATE, HIGH] and level of background investigation [National organization Check with Written Inquiries (NACI), Moderate Background Investigation (MBI), and/or Background Investigation (BI)] for each task order PWS task shall be designated accordingly, as identified within the task order PWS. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, "Personnel Suitability and Security Program".

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations. The roster shall contain the Contractor's Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual background investigation level requirement (based upon Section 6.2 Tasks).
- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. For a Low Risk designation the following forms are required to be completed: 1. OF-306 and 2. DVA Memorandum – Electronic Fingerprints. For Moderate or High Risk the following forms are required to be completed: 1. VA Form 0710 and 2. DVA Memorandum – Electronic Fingerprints. These should be submitted to the COR within 5 business days after award.
- f. The Contractor personnel will receive an email notification from the Security and Investigation Center (SIC), through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents

- (SF85, SF85P, or SF 86). The Contractor personnel shall submit all required information related to their background investigations utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP).
- g. The Contractor is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC. These should be submitted to the COR within 3 business days of receipt of the e-QIP notification email.
 - h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
 - i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
 - j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
 - K. Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

6.2 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2007, MS Excel 2007, MS PowerPoint 2007, MS Project 2007, MS Visio 2007, and Adobe Portable Document Format (PDF).

6.3 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort. Additional metrics may be required as defined in the individual task order.

Performance Objective	Performance Standard	Acceptable Performance Levels
1. Mobile Wireless Devices and Services	Offers quality services/products	Satisfactory or higher

2. Support Service Staffing	Personnel possess necessary knowledge, skills, and abilities to perform tasks	Satisfactory or higher
3. Reporting	Services/products delivered were of desired quality	Satisfactory or higher
	Reports delivered on time	98% of the time
4. Response to VA Query	Responses received within four hours of request	95% of the time measured on a monthly basis
5. Coverage	Voice, text, and data coverage, reception, and transmission for locations within the 50 United States	95% have good coverage. Good coverage is defined as transmitting and receiving calls, texts, and data with confidence in VA facilities, outside, and in cars. Occasional dropped calls, texts.
6. Network Availability	Network available 99.9% of the time monthly	Average per year
7. Outage Notifications	Unscheduled network outage notifications are received within 45 minutes of occurrence. Scheduled network outages and system maintenance notifications are received one week in advance.	100% of the time

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

6.4 FACILITY/RESOURCE PROVISIONS

There are no facility or resource provisions associated with this effort.

6.5 GOVERNMENT FURNISHED PROPERTY (GFP) and GOVERNMENT FURNISHED INFORMATION (GFI)

There is no anticipated GFP or GFI associated with this contract unless specified in the task order.

6.6 DEFINITIONS FOR USE IN THIS SOLICITATION AND RESULTING CONTRACTS

6.6.1 SHARED POOLED PLAN

Shared pooled plans allow all users to use and share a single pool of minutes. Pooling is limited to domestic voice minutes across plans. Minutes from voice plans and minutes from smartphone plans can be pooled. Also, minutes from multiple task orders can be pooled at the contract level.

6.6.2 UNLIMITED

No additional charges or deductions in requested minutes, data or service.

6.6.3 OVERAGES

Overage means when a user goes over the quantity of what was ordered. The additional amount is charged against the overage amount included at the task order level. This fee for the extra minutes is called overage fees or overage charge. Domestic overages are ordered separately by the minute, and must be ordered and funded PRIOR to incurring any overages. Charges for international voice and data usage are excluded since these rates vary by international location.

6.6.4 TETHERED

Tethering is the use of a mobile device such as a mobile phone to supply internet access for another device which is otherwise unconnected, using the connected device as a modem. This can be done through Bluetooth wireless technology or cables (such as USB).

ADDENDUM A

A1.0 Cyber and Information Security Requirements for VA IT Services

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the Project Manager, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

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

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

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

A2.0 VA Enterprise Architecture Compliance

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

A2.1. VA Internet and Intranet Standards:

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

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

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2

A3.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

Section 508 – Electronic and Information Technology (EIT) Standards:

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

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

x § 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

A4.0 Physical Security & Safety Requirements:

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

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. The VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A5.0 Confidentiality and Non-Disclosure

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

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

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are

not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
 - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.

- b. Controlled access to system and security software and documentation.
 - c. Recording, monitoring, and control of passwords and privileges.
 - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
 - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
 - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
 - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
 - h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.

ATTACHMENT A - VA FACILITIES



VA Facility List.xlsx

SECTION D - PACKAGING AND MARKING

D.1 Packaging for items delivered under this contract shall be in accordance with the Contractors standard commercial packaging.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15
52.247-34

STOP-WORK ORDER
F.O.B. DESTINATION

AUG 1989
NOV 1991

SECTION G - CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: To be completed at contract award.

b. GOVERNMENT: Debra Clayton, Contracting Officer, 003B2H
Department of Veterans Affairs
Technology Acquisition Center- New Jersey
260 Industrial Way West
Eaton Town NJ 07724

Julina Lee, Contract Specialist, 003B2H
Department of Veterans Affairs
Technology Acquisition Center- New Jersey
260 Industrial Way West
Eaton Town NJ 07724

2. Delivery Order Remittance Address: All payments by the Government to the contractor will be made in accordance with:

☒ FAR 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or

☐ FAR 52.232-36, Payment by Third Party

3. Invoices: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ [X, Upon Delivery and Acceptance]

4. INVOICING INSTRUCTIONS:

The following instructions are provided for submission of all invoices.

1. In addition to the requirements of FAR 52.212-4 paragraph (g), invoices shall include the following information:

- Complete IFCAP order number (see individual task orders)
- Project title
- Total dollar amount of invoice
- Remittance address (address where the payment is to be issued)

Invoices must meet the requirements of a “proper invoice” as defined in the Prompt Payment Act, 5 CFR 1315.

2. The contractor shall submit invoices to **the Financial Services Center via fax (512-460-5540/5432)** or mail to:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin TX 78714-9971

(DO NOT FAX AND MAIL, AS THIS MAY RESULT IN INADVERTENT DUPLICATION).

5. **ACKNOWLEDGMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the solicitation, numbered and dated as follows:

<u>Amendment No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

6. SUBCONTRACTING - MONITORING AND COMPLIANCE

6.1 Subcontracting Commitments – Monitoring and Compliance

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor’s business records or other

proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

6.2 Subcontracting Plan – Monitoring and Compliance

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PRE-AWARD PROCEDURES

H.1 ORDERING PROCEDURES

1. Ordering will be centralized using the procedures identified herein and those set forth in paragraph entitled "Request for Task Execution (RTEP)" in this Part. Orders may be placed by any authorized contracting officer supporting Department of Veterans Affairs, Office of Acquisition Operations, Technology Acquisition Center. Contracting officers are empowered to place orders in accordance with the terms and conditions of the contract, the Federal Acquisition Regulation (FAR), applicable supplements, and agency procedures.

2. All task orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order.

3. All requirements under this contract will be ordered by the issuance of a task or delivery order.

4. The Contractor is responsible for all bid and proposal costs incurred in performance of the contract.

5. Performance under orders shall commence only after the receipt of an executed order via e-mail, signed by the contracting officer. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.

6. The Government reserves the right to withdraw and cancel an order at any time prior to execution if issues pertaining to the proposed order arise that cannot be satisfactorily resolved. The contracting officer's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, Protest, except for a protest that the order increases the scope, period, or maximum value of the contract.

7. The Government may unilaterally change these ordering procedures at any time and at its sole discretion.

H.2 REQUEST FOR TASK EXECUTION PLAN (RTEP) PROCESS

H.2.1 YES/NO BIDS

The Contractor shall post a yes/no bid as specified by the CO within two (2) working days after receipt of the RTEP.

H.2.2 TASK EXECUTION PLAN (TEP)

The Government's RTEP does NOT constitute an authorization to start work.

Within seven (7) work days of receipt of the RTEP or unless otherwise specified in the RTEP, the Contractor shall submit one TEP in accordance with the format provided below unless otherwise specified by the CO. The following information shall be provided:

- A. The following shall be addressed in every TEP:
 - 1. Proposal Summary Volume including:
 - a. Task number
 - b. Date submitted
 - c. Contractor's name
 - d. Contractor task leader contact information for questions
 - e. Primary Subcontractor(s) and vendors shall be identified by name at all tiers (as applicable)
 - f. Proposed delivery date for supplies and performance period for services.
 - g. Description of the supplies to be provided, quantity, and unit price (TO INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN) AND/OR SUBCONTRACT LINE ITEM NUMBER (SLIN) FROM Schedule of Supplies/Services
 - h. Proposed total price with separate option or CLIN pricing, as applicable
 - i. Offerors are hereby advised that any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established by the RTEP, may render the Offeror's proposal Unacceptable, and thus ineligible for award.
 - j. Duration for which proposal is valid (minimum 60 days)
 - k. Deliverables and schedules
 - l. Complete description of the technical approach to satisfying task requirements
 - m. Acknowledgement of Amendments
 - 2. Metrics to measure and evaluate performance objectives. This requirement is applicable to RTEPs that contain Performance Work Statements
- B. A Price Proposal shall be provided for each TEP as follows:
 - 1. A price proposal volume shall be submitted in Microsoft Excel spreadsheet format.
 - 2. The Contractor shall submit a completed Section B.
 - 3. "Information Other than Cost or Pricing Data" may be required where there is not "adequate price competition" as defined in FAR 15.403-1(c)
- C. The following pertains to the preparation and submission of all TEPs:
 - 1. Contractors are NOT to submit past performance as a part of their TEP, unless specified in the RTEP.
 - 2. Task Orders are performance based and the Contractor's performance shall be assessed in accordance with the Quality Assurance Surveillance Plan (QASP).
 - 3. TEP Format

- a. Proposal Summary
 - i. Microsoft Word or PDF format
 - b. Technical Volume
 - i. Microsoft Word or PDF format
 - ii. No marketing materials; information relevant to the requirement only
4. Page Limitations. When page limitations are specified in the RTEP, the following format shall apply:
The Summary and Technical Volumes will be submitted as an Acrobat (PDF) file. Price/Cost Volume shall be submitted in Microsoft Excel. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line (minimum 6 point line). Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. If the offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offeror's page limitations unless otherwise indicated in the specific Volume instructions. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view. Cover letter and Table of Contents are not included in the page count.

H.2.3 ISSUANCE OF TASK ORDERS

Contractor work shall commence only after issuance of the Task Order by the CO.

H.3 TECHNOLOGY REFRESH

The Contractor shall monitor the mobile devices with data capability and subsequent accessories provided under this contract in accordance with Section C, PWS, 5.5.2i and provide them for testing in accordance with PWS section 5.6, Devices for Testing. The Contractor shall notify the CO via email if any products are required to be refreshed. If any of the products are approaching the end of their product lifetime (EOL) (e.g. if a Manufacturer will no longer be marketing, selling, or promoting a particular product and may also be limiting or ending support for said product) the Contractor shall provide notification and a Change Proposal (CP) via email to the COR and CO at least 180 days prior to the EOL date.

In performing technology refresh, the Contractor shall meet or exceed the technical requirements identified within the original Contract to the maximum extent practical .

The following conditions shall be met in performing a technology refresh:

- a. The device(s) refreshed shall be fully compatible/backwards compatible with the originally provided product.
- b. The device(s) refreshed shall meet or exceed the mandatory technical requirements as stated in the specifications.
- c. The device(s) refreshed shall be off the shelf configurations.
- d. The price of the device(s) refreshed, including support services, shall be equal to or lower than the current contract pricing for the same product. The Contractor shall agree to all terms and conditions, equal to or more favorable to VA for the refreshed item(s).

H.4 EMERGING TECHNOLOGIES

As new technologies are developed and used by the commercial industry or the Government, VA and/or the Contractor may identify these technologies, and propose necessary additions, modifications, upgrades, enhancements, and improvements to the current contract hardware (voice and data devices) scope. The Contractor shall translate the technology insertion recommendation into a formal Change Proposal as directed by the CO.

The Contractor shall inform VA in advance of any known, or potential changes, in price of ownership pursuant to technology refreshments, insertions, or other changes. The cost of ownership change shall be quantified and communicated to VA at the earliest possible date.

H.5 OPTIONS

This contract incorporates FAR clause 52.217-8, Option to Extend Services and FAR clause 52.217-9, Option to Extend Term the Contract. The Government reserves the right to incorporate these clauses at the task order level.

H.6 POST AWARD CONFERENCE (CONTRACT)

The Government intends to convene a Post-Award Conference within 30 days after contract award to review the PWS, business policies, and procedures, and introduce personnel. The CO shall notify the Contractor of a specific date, location, and agenda.

H.7 TASK AND DELIVERY ORDER OMBUDSMAN

The task and delivery order ombudsman for the Department of Veterans Affairs (VA) is Ms. Iris B. Cooper. Her contact information follows: U.S. Department of Veterans Affairs, Ms. Iris B. Cooper, Executive Director, Office of Acquisition Operations (003B),

810 Vermont Avenue, NW, Washington DC 20420, Telephone (202) 461-6874, Facsimile Number (202) 495-5492, email: Iris.Cooper@va.gov

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT, ALTERNATE I	SEP 2006
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB 2012
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.215-8	ORDER OF PRECEDENCE— UNIFORM CONTRACT FORMAT	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN	OCT 2010

	CERTIFIED COST OR PRICING DATA-	
	MODIFICATIONS, ALTERNATE IV	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2011
	ALTERNATE II	OCT 2001
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-16	LIQUIDATED DAMAGES—	JAN 1999
	SUBCONTRACTING PLAN	
52.219-25	SMALL DISADVANTAGED BUSINESS	DEC 2010
	PARTICIPATION PROGRAM--DISADVANTAGED	
	STATUS AND REPORTING	
52.222-1	NOTICE TO GOVERNMENT OF LABOR	FEB 1997
	DISPUTES	
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR- COOPERATION WITH	MAR 2012
	AUTHORITIES AND REMEDIES	
52.222-20	WALSH-HEALY PUBLIC CONTRACTS ACT	OCT 2010
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE	FEB 1999
	ACTION TO ENSURE EQUAL EMPLOYMENT	
	OPPORTUNITY FOR CONSTRUCTION	
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	OCT 2010
	DISABILITIES	
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-53	EXEMPTION FROM APPLICATION OF THE	FEB 2009
	SERVICE CONTRACT ACT TO CONTRACTS	
	FOR CERTAIN SERVICES- REQUIREMENTS	
52.223-18	ENCOURAGING CONTRACTOR POLICIES	AUG 2011
	TO BAN TEXT MESSAGING WHILE DRIVING	
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUN 2008
	PURCHASES	
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
	ALTERNATE II (APR 1984)	
52.227-2	NOTICE AND ASSISTANCE	DEC 2007
	REGARDING PATENT	
	AND COPYRIGHT INFRINGEMENT	
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE	DEC 2007
	LICENSE	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984

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52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES - ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE II	AUG 1987 APR 1984
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES
INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

(End of Provision)

852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.219-9	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS	DEC 2009
852.219-72	EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-PROTÉGÉ PROGRAM	DEC 2009

852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
852.273-76	ELECTRONIC INVOICE SUBMISSION	OCT 2008

I.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 5 years after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$50 Million;

(2) Any order for a combination of items in excess of \$50 Million; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years and 6 months from the award date.

(End of Clause)

**I.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND
VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

I.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of Clause)

I.10 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 within _____ *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ____ days *[60 days unless a different number of days is inserted]* 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 _____ (months)(years).

(End of Clause)

**I.11 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION (APR 2012)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 517210 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

I.12 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.13 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of Clause)

1.14 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)

The contracting officer shall insert the following clause in all solicitations and resultant contracts.

Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

I.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any

damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . 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)

I.16 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT ID	TITLE
A	Excel Pricing Attachment
B	Past Performance Questionnaire
C	Small Business Participation Report Form
D	VOA User Registration Manual
E	VOA Proposal Dashboard Instructions

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 517210.

(2) The small business size standard is 1500 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☒ (i) 52.219-22, Small Disadvantaged Business Status.

☒ (A) Basic.

☐ (B) Alternate I.

☒ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☒ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA

database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998

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

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

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

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

L.2 52.216-1 TYPE OF CONTRACT APR 1984

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity Type Contract (with orders to be placed on a Firm-Fixed Price basis) resulting from this solicitation.

L.3 PROPOSAL SUBMISSION

1. INTRODUCTION. The Offeror's proposal shall be submitted electronically via the Virtual Office of Acquisition (VOA) in the files set forth below by the date and time indicated in the solicitation. Proposals submitted by any other method will not be considered. The Offeror's proposal shall consist of six (6) Volumes. The Volumes are I – Technical, II – Price, III – Past Performance, IV-Veterans Involvement, V - Small Business Participation Commitment and VI - Solicitation, Offer & Award Documents, Certifications & Representations. Files shall not contain classified data. The use of hyperlinks or embedded attachments in proposals is prohibited. All proprietary information shall be clearly marked. File sizes shall not exceed 100MB. The web address for the VOA site is <https://www.voa.va.gov/>. Offerors must be registered users on the VOA website in order to submit proposals. The VOA User Registration Manual and Proposal Dashboard Instructions are attached in Section J of this solicitation. Once Offerors are registered, Offerors can click on the Proposal Dashboard link and within that link click on Add Proposal to open up the form to upload files. The Proposal Type drop down field should be changed to VA118A-12-R-0269 to reflect the solicitation being proposed against. For registration or technical issues concerning proposal submission, contact voahelp@va.gov.

WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each Volume shall be clearly identified and shall begin at the top of a page. All pages of each Volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than twelve (12)-point. Arial or Times New Roman fonts are required.

Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than eight (8)-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one (1) blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the twelve (12)-point font requirement. Footnotes to text shall not be used. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this Solicitation, such submissions will count against the Offeror's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular Volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view. Again, the use of hyperlinks or embedded attachments in proposals is prohibited.

b. File Packaging. All of the proposal files may be compressed (zipped) into one (1) file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations
Volume I	Technical	(Offeror)_Tech.pdf	50 pages
Volume II	Price	(Offeror)_Price.xls	None
Volume III	Past Performance	(Offeror)_Perf.pdf	None
Volume IV	Veterans Involvement	(Offeror)_VI.pdf	None
Volume V	Small Business Participation Commitment	(Offeror)_SBPC.pdf	None
Volume VI	Solicitation, Offer & Award Documents, Certifications & Representations	(Offeror)_Rep.pdf	None

A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government.

(i) VOLUME I – TECHNICAL FACTOR.

Offerors shall propose a detailed approach that addresses the following:

(1) Coverage: Offeror shall describe its ability to provide coverage throughout the 50 United States, Puerto Rico and US Territories including areas containing VA facilities. Current VA facility locations can be found as an attachment to the Performance Work Statement (PWS). The Offeror shall describe its ability to provide international coverage on an as needed basis.

(2) Devices: Offeror shall describe how it will provide devices that meet the technical requirements of the RFP and shall describe their approach to repair, replace, or upgrade equipment and any maintenance terms for the use of the proposed equipment.

(3) Service Plans: Offeror shall describe how it will deliver enterprise level voice and data plans. Offeror shall describe how its plan(s) benefit the VA in terms of efficient expenditure. Particularly, the Offeror shall address how the VA will only pay for actual usage. The Offeror shall address the following usage rates:

(a) 2 million minutes with unlimited texting, per month estimating up to 15,000 end users nationwide

(b) 5 million minutes with unlimited texting per month estimating up to 35, 000 end users nationwide

(c) 10 million minutes with unlimited texting per month estimating up to 75,000 end users nationwide

(d) Unlimited data to 10,000, 25,000 and 50,000 end users nationwide

NOTE: The plans as described in the Technical Volume shall be those which the Offeror provides pricing for in Section B and Pricing Attachment. NO actual prices should be included in the Technical Volume.

(4) Project Execution: Offeror shall describe its approach to managing this effort. The Offeror shall describe its expertise with managing and providing enterprise services to the number of users identified in paragraph (3) Service Plans. The Offeror shall discuss major risk areas and its mitigation strategies for these risk areas. Offeror shall discuss its plan to provide service in areas required by the PWS where it does not currently provide service. Offeror shall address its approach to promptly resolve the lack of voice or data coverage in a specified area for critical care

providers. Offeror shall describe its plan to transition service from current service providers in a seamless and timely manner. Offeror shall describe its plan to transition service to any subsequent service provider. Offeror shall provide a list of reports available on its proposed customer portal and include a sample of its usage and device reports.

(ii) VOLUME II– PRICE FACTOR

(1) The Offeror shall complete the Schedule of Supplies/Services of the solicitation as well as the Excel Pricing Attachment to the solicitation.

(2) The Offeror shall complete the Excel Pricing Attachment by entering unit prices for all items including service plans as described in the Technical Factor and in the Excel Pricing Attachment instructions.

(3) All unit prices shall contain no more than two (2) decimal places.

(4) Within the Excel Pricing Attachment, the Offeror shall include additional tabs to show how the total plan price for SLINs X001A - 2 Million minute plans based on up to 15,000 users, 5 Million minute plans based on up to 35,000 users, and 10 Million minute plans based on up to 75,000 users were built. Details shall match the Offeror's technical approach as submitted in their technical volume response.

(iii) VOLUME III – PAST PERFORMANCE FACTOR

Offerors shall submit a list of up to 3 Government and/or commercial contracts and 2 for each major subcontractor, (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the two (2) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Relevant contracts are those which are similar in scope to the requirements of this solicitation and which provided services to over fifty thousand (50,000) users. Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

(1) Section 1 – Contract Descriptions. This section shall include the following information:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).

(b) For Federal contract references, provide the Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers. For commercial contract references, provide the Company name and current address, contract POC name, e-mail address, telephone and fax numbers.

(c) For Federal contract references provide Government's technical representative/COR, and current e-mail address, telephone and fax numbers. For commercial contract references, provide name of Company technical representative and current e-mail address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.

(e) Contract Number and, in the case of Indefinite-Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order Numbers also.

(f) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite-Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite-Quantity) and secondary contract type (FP, CR, T&M, etc.)).

(g) Awarded price/cost.

(h) Final or projected final price/cost.

(i) Original delivery schedule, including dates of start and completion of work.

(j) Final or projected final, delivery schedule, including dates of start and completion of work.

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(3) Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS paragraph number.

(4) Section 4 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

Past Performance Assessment Questionnaire. The Past Performance Assessment Questionnaire, found in Section J of the solicitation, must be completed and submitted for all contract(s)/task order(s) identified in Section 1. The Offeror shall complete Part I of the Past Performance Assessment Questionnaire and e-mail the Questionnaire to the Government contracting activity and technical representative or equivalent commercial POCs responsible for the past/current contract. In cases where the performance had been conducted as a subcontractor, the questionnaire shall be provided to the prime contractor POC, in addition to the Government POCs or equivalent commercial POCs. The POCs shall be instructed to electronically complete Part II of the Questionnaire and e-mail the entire Questionnaire within 20 calendar days of the release of the RFP to the following address: NMDSpastperformance@va.gov. The Offeror shall also e-mail a list of all the POCs who were sent a Questionnaire to the following address: NMDSpastperformance@va.gov. The Government must receive this list within 14 calendar days after release of the RFP. The subject line of the emails must clearly read: National Mobile Device Past Performance. The subject line should be in black type and is case sensitive.

(iv) VOLUME IV – VETERANS INVOLVEMENT FACTOR.

(1) For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).

(2) For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be registered and verified in

VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran's Involvement Factor.

(3) With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.

(4) At the Offeror's sole discretion, provide information in accordance with VAAR Subpart 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program.

(v) VOLUME V – SMALL BUSINESS PARTICIPATION

COMMITMENT

(1) All Offerors, both small and large businesses, are required to submit Small Business Participation Commitment information that shall include the following:

(a) Type of Business of Prime Contractor:

Check all applicable boxes

☐ Large

☐ Small (also check type of Small Business below)

☐ Small Disadvantaged Business

☐ Women-Owned Small Business

☐ HUB Zone Small Business (SBA Certified)

☐ Veteran-Owned Small Business

☐ Service-Disabled Veteran-Owned Small Business

☐ 8(a) Small Business (SBA Certified)

(b) Provide a listing of all proposed subcontractors, their CAGE code, and respective type of business concern in the format below. Active HUBZone and 8(a) Small Business SBA certification is also a requirement at time of proposal.

Company	Cage	Large	Small	SDB to include 8(a)s	Women Owned	HUB Zone	Veteran- Owned	Service-Disabled Veteran-Owned

(c) List any small business subcontractors with which you have teaming agreements or letters of intent for this solicitation and indicate whether they are bilateral, unilateral, long term relationships or mentor protégé arrangements.

<u>Company</u>	<u>Type Business (list all small business categories using the key below)</u>	<u>Type of Relationship (i.e., unilateral agreement, bilateral agreement, long term relationship, mentor protégé)</u>

KEY: SB - Small Business; SDB - Small Disadvantaged Business (including 8(a) – SBA Certified); WO- Women-Owned Small Business; HZ-SBA Certified Hubzone; VO- Veteran-Owned Small Business; SDVOSB- Service-Disabled Veteran-Owned Small Business; HBCU/MI-Historically Black College/Minority Institution.

(d) List the supply/service each small business subcontractor will provide. Be as specific as possible (i.e., references to performance work statement, etc.) that will demonstrate the variety and complexity of work:

<u>Company</u>	<u>Type Business (list all small business categories using the key above)</u>	<u>Dollars</u>	<u>NAICS</u>	<u>Reference to paragraph/section in PWS if applicable</u>	<u>% of Total contract Value</u>

(e) Provide narrative information on how goals for this effort were developed and why they are realistic.

(f) Provide evidence of your track record for utilizing small business subcontractors. Provide historical information with respect to small business subcontracting for the latest full Government fiscal year in the following format:

Type Business	FY	Dollars	% of Total Subcontracting Dollars
Small Business			

Small Disadvantaged Business			
Women Owned Small			
HUBZone			
Veteran Owned Small			
Service Disabled Veteran Owned			

(g) Use the matrix below to propose your small business participation goals. An Offeror that qualifies as a small business should include its prime contractor dollars in calculating its proposed percentage goals in all of the small business categories that it qualifies for, in the matrix below. For example, an Offeror that is a small disadvantaged women owned business gets credit in the prime category (B), the small business category (D), the small disadvantaged business category (E) and the women owned small business category (F). The sum of the percentages in matrix categories for small business (E thru I) may exceed 100% since individual subcontractors may be counted in more than one category. (See below additional example).

EXAMPLE: Total Contract Value in Price Proposal- \$100
 Offeror/Prime (SDVOSB) \$60 - 60%
 Large \$31 - 31%
 Small Business \$69 - 69%
 Small Disadvantaged Business \$5 – 5%
 Women-Owned Small Business \$5 - 5%
 Hubzone \$3 - 3%
 Veteran-Owned Small Business \$60 - 60%
 Service-Disabled Veteran-Owned Small Business \$60 - 60%

Insert dollars and goals in the following matrix:

<u>Description</u>	<u>Dollars</u>	<u>% of Total Contract Value</u>
A. TOTAL CONTRACT VALUE: This value should match the TOTAL CONTRACT VALUE you have proposed in your price proposal volume.		100%
B. DOLLAR VALUE AND PERCENTAGE OF YOUR PARTICIPATION AS PRIME CONTRACTOR: Enter your participation as prime contractor. (%=B÷A)		
C. DOLLAR VALUE AND PERCENTAGE OF SUBCONTRACTS PLANNED FOR LARGE BUSINESS (%=C÷A)		

<p>D. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR SMALL BUSINESS: This is the sum of all subcontracts to Small Business, Small Disadvantaged, Women Owned Small, Hubzone Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HBCU/MI. (If the Offeror is any of these Small Business categories, include the dollars reflecting participation as the prime contractor from B above.) (% = D ÷ A)</p>		
<p>E. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR SMALL DISADVANTAGED BUSINESS (SDB) AND HBCU/MI This should reflect the value of all subcontracts planned for SDB (as verified in Central Contract Registry-CCR) or HBCU/MI with the exception that ANC and Indian Tribes are exempt IAW 52.219-9(d)(1)(i). If the Offeror is an SDB or HBCU/MI or ANC or Indian Tribe (as exempted above), include the dollars reflecting participation as the prime contractor from B above. (% = E ÷ A)</p>		
<p>F. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR WOMEN OWNED SMALL BUSINESS: This should reflect the value of all subcontracts planned for Women Owned small businesses. If the Offeror represents itself as a Women Owned small business, include the dollars reflecting participation as the prime contractor from B above. (% = F ÷ A)</p>		
<p>G. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZONE) SMALL BUSINESS: This should reflect the value of all subcontracts planned for SBA CERTIFIED HUBZone small businesses as verified in Central Contract Registry- CCR. If the Offeror is an SBA CERTIFIED HUBZone small business, include the dollars reflecting participation as the prime contractor from B above. (% = G ÷ A)</p>		
<p>H. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR VETERAN OWNED SMALL BUSINESS: This should reflect the value of all subcontracts planned for ALL Veteran Owned small businesses including</p>		

Service-Disabled Veteran-Owned Small Businesses (SDVOSB). If the Offeror represents itself as a Veteran-Owned small business, include the dollars reflecting participation as the prime contractor from B above. (% = H ÷ A)		
I. DOLLAR VALUE AND PERCENTAGE OF PARTICIPATION/SUBCONTRACTS PLANNED FOR SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB): The value of all subcontracts planned for Service-Disabled Veteran-Owned small businesses (SDVOSB). If the Offeror represents itself as a SDVOSB, include the dollars reflecting participation as the prime contractor from B above. Total should be equal to or less than H. (% = I ÷ A)		

(h) Each participation percentage above shall be accompanied by detailed supporting documentation regarding the individual commitments. Detailed explanations shall also be provided when the percentages fall short of the VA goals.

2. Small Business Subcontracting Plan. Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all of the elements required by FAR 52.219-9. If the large business does not have an approved Master Plan then an Individual Subcontracting Plan must be submitted that includes an assurance that small businesses will be given the maximum practicable opportunity to participate in contract performance. This plan shall be submitted separately from the Small Business Participation information required above, which applies to both Large and Small businesses. The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a Large Business and the Plan, as negotiated, will be incorporated into any resultant contract.

**(vi) VOLUME VI - SOLICITATION, OFFER AND AWARD
DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.**

Certifications and Representations - An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form SF 33 and Acknowledgement of Amendments, if any.
- b. Any proposed exceptions to solicitation terms and conditions

Offerors are hereby advised that any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) 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
Center for Acquisition Innovation-Austin
1701 Directors Blvd
Suite 600
Austin TX 78744

Mailing Address:

Department of Veterans Affairs
Center for Acquisition Innovation-Austin
1701 Directors Blvd
Suite 600
Austin TX 78744

(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)

L.5 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

(1) Mentor firms, which are contractors capable of providing developmental assistance;

(2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and

(3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD.

Any award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the five following evaluation Factors: Technical, Price, Past Performance, Veterans Involvement, and Small Business Participation Commitment. The Technical Factor is slightly more important than the Price Factor, which is significantly more important than the Past Performance Factor, which is slightly more important than the Veterans Involvement Factor, which is slightly more important than the Small Business Participation Commitment Factor. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor. The non-Price factors combined are more important than the Price Factor. Offerors are cautioned that the award may not necessarily be made to the lowest Price offered or the most highly rated technical proposal.

The Government contemplates awarding up to three (3) contracts. The selection of awardees will be accomplished in two (2) steps. In Step One, the Government will select two Offerors for an award from among the most highly rated proposals (i.e. those proposals in the competitive range). If at least one (1) small business Offeror is selected for award during Step One, then a third award may be made from among the Offerors remaining in the competitive range without regard to their size.

If there are no small business Offerors selected for award in Step One, then the Government will move to Step Two where it will award a contract to the most highly rated small business Offeror from among those proposals remaining in the competitive range. If none of the proposals remaining in the competitive range are from small business Offerors, the Government reserves the right to make the third award to an eligible large business.

M.2 FACTORS TO BE EVALUATED

- FACTOR 1. TECHNICAL
- FACTOR 2. PRICE
- FACTOR 3. PAST PERFORMANCE
- FACTOR 4. VETERANS INVOLVEMENT
- FACTOR 5. SMALL BUSINESS PARTICIPATION COMMITMENT

M.3 EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel. Proposals may also be subject to review by personnel from the MITRE Corporation - a Federally Funded Research and Development Center (FFRDC). The Government

reserves the right to award without discussions based upon the initial evaluation of proposals. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the following:

a. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

b. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

2. PRICE EVALUATION APPROACH. The Government will verify the Offeror's calculation of the total evaluated price. The Total Evaluated Firm Fixed Price (FFP) will be the sum of the Total Evaluated FFP Line Items as defined below:

a. FFP Line Items, Pooled Minutes (SLINs X001A) – Offerors are required to enter a total plan price for 2 Million minutes based on up to 15,000 users, for 5 Million minutes based on up to 35,000 users, and for 10 Million minutes based on up to 75,000 users. A per user price will be automatically calculated for each minutes pool based on the maximum number of users estimated for that pool (15,000 users for 2 million minutes, 35,000 users for 5 million minutes, and 75,000 users for 10 million minutes, reference Proposal Submission, Volume I – Technical Factor, subparagraph (3), Service Plans. The total evaluated price for each line item will be calculated by computing a straight average of the three per user prices and multiplying the straight average per user price by 12 to arrive at an average price per user per year. That average per user yearly price will be multiplied by the evaluation quantity for that line item.

b. FFP Line Items , Range Quantities (SLINs X002A and X003A) – Where range quantity prices are required, the total evaluated price for each line item will be calculated by computing a straight average unit price and multiplying the straight average unit price by 12 to arrive at an average price per year. That average year price will be multiplied by the evaluation quantity for that line item.

c. FFP Line Items, Firm Quantities (SLINS X004A – X004Q) – The total evaluated price for each line item will be calculated by multiplying the proposed unit price

by 12 to arrive at a proposed price per year for that line item. That price will be multiplied by the evaluation quantity for that line item.

d. FFP Line Items, Firm Quantities (SLINs X005A, and X006A-X006H) – The total evaluated price for each line item will be calculated by multiplying the proposed unit price by the evaluation quantity for that line item.

3. PAST PERFORMANCE EVALUATION APPROACH.

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one who will be providing critical services, or whose subcontract is for more than 25% of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

The Government will review aspects of cost, schedule and performance. Areas to be evaluated may include but are not limited to quality of product or service, timeliness of performance or adherence to delivery schedules, and/or effectiveness in program management (to include use and control of subcontractors).

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

4. VETERANS INVOLVEMENT EVALUATION APPROACH.

In accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business (VOSB) Evaluation Factors, the Government will assign evaluation credit for an Offeror (prime contractor) which is a Service-Disabled

Veteran-Owned Small Business (SDVOSB) or a VOSB. Non-SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor. In accordance with VAAR 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program, the Government will assign credit to non-SDVOSB/VOSBs with approved Mentor-Protégé Agreements.

5. SMALL BUSINESS PARTICIPATION COMMITMENT EVALUATION APPROACH.

All Offerors (both large and small businesses) will be evaluated on the level of small business participation commitment that they demonstrate for the proposed acquisition, and their prior level of commitment to utilizing small businesses in performance of prior contracts. The following shall be considered in evaluating small business participation:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
- c. The complexity and variety of the work small firms are to perform;
- d. The realism of the proposal;
- e. Past performance of the Offeror in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan;
- f. The extent of participation of such firms in terms of the value of the total acquisition;
- g. The extent to which the Offeror meets the following overall participation commitment goals for this procurement: Small Business: 17.5%, Service-Disabled Veteran-Owned Small Business (SDVOSB): 3% of the total contract value; Veteran-Owned Small Business (VOSB): 5% of the total contract value; Small Disadvantaged Business (SDB): 5% of the total contract value; Women-Owned Small Business: 5% of the total contract value; Historically Underutilized Business Zone (HUB Zone) Small Business: 3% of the total contract value. Any inability to meet the Government's Participation Commitment goal(s) for this procurement must be supported by an adequate explanation as to why the goal(s) cannot be met.