

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 166	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-13-R-0261	
6. SOLICITATION ISSUE DATE 05-10-2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME Elisa Coluccio		b. TELEPHONE NO. (No Collect Calls) 732-578-5597		8. OFFER DUE DATE/LOCAL TIME 05-20-2013 12:00pm EST	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 260 Industrial Way West Eatontown NJ 07724				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 517919 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO See Delivery Schedule			
16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 260 Industrial Way West Eatontown NJ 07724				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
See Section B.3 for a list of required deliverables and services. This solicitation is for brand name NEC Corporation (NEC) Voice System (VS) maintenance and follow-on services for the Bay Pines Veterans Affairs Health Care System (BPVAHCS). All work shall be performed in accordance with the Performance Work Statement (PWS) located in Section B.4 of this solicitation. Points of Contact: Elisa Coluccio, Contract Specialist, 732-578-5597, Elisa.Coluccio@va.gov, and Mark Junda, Contracting Officer, 732-578-5428, Mark.Junda@va.gov. (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark R. Junda		31c. DATE SIGNED	

Table of Contents

SECTION A - SF 1149.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 GOVERNING LAW	4
B.2 CONTRACT ADMINISTRATION DATA.....	4
B.3 PRICE SCHEDULE.....	7
B.4 PERFORMANCE WORK STATEMENT (PWS)	54
SECTION C - CONTRACT CLAUSES.....	128
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	128
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)	128
C.3 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989).....	135
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	135
C.5 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)	135
C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	136
C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	136
C.8 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009).....	137
C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	138
C.10 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	139
C.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012).....	140
C.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011).....	140
C.13 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997).....	141
C.14 52.237-3 CONTINUITY OF SERVICES (JAN 1991).....	142
SECTION E - SOLICITATION PROVISIONS.....	143
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	143
E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (DEC 2012).....	143

E.3 52.216-1 TYPE OF CONTRACT (APR 1984).....	159
E.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)	160
E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	160
E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....	160
E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	161
E.8 52.233-3 SERVICE OF PROTEST (SEPT 2006).....	161
E.9 BASIS FOR AWARD.....	161
E.10 PROPOSAL SUBMISSION INSTRUCTIONS.....	163

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (“FAR”), shall govern this Contract. 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 52.212-4, 52.227-14, 52.227-19 shall supersede, control and render ineffective any inconsistent, conflicting or duplicative provision in any commercial license agreement. In the event of conflict between this clause and any provision in the Contract 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 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.

B.2 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 0010B
Department of Veterans Affairs
Technology Acquisition Center
260 Industrial Way West

Eatontown NJ 07724

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

- ☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ MONTHLY

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

Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin TX 78714-8971

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

AMENDMENT NO	DATE

5. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause 52.219-14. To that end, the support contractor(s) may require access to contractor's offices where the contractor's 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, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PRICE SCHEDULE

Base Period					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	<p>Project Management in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>This CLIN includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.1.</p>	1	LO	\$ Not Separately Priced (NSP)	\$NSP
0001AA	<p>Contractor Project Management Plan IAW PWS paragraph 5.1.1</p> <p>Due 30 days after contract (DAC) award and updated on the 10th day monthly thereafter throughout the Period of Performance (PoP).</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AB	<p>Contractor's Progress, Status, and Management Report IAW PWS paragraph 5.1.2</p> <p>Due 30 DAC and the 10th day of every month throughout the PoP thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AC	Call Detail Records IAW PWS paragraph	1	LO	\$NSP	\$NSP

	<p>5.1.2</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0001AD	<p>ACD Call Activity for all Splits at all sites (PDF format) IAW PWS paragraph 5.1.2</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AE	<p>PBX Available Number Inventory Report (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AF	<p>IP Station Information & Status Report for all sites (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	LO	\$NSP	\$NSP

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
0001AG	<p>Server Failure Status Report for all sites (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AH	<p>PBX Display of Lockout Station (Word format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AJ	<p>PBX Display of Secret System Messages (Text format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AK	<p>PBX Trunk Circuit Check Results (Excel format)</p> <p>Due on the 10th day of the month every 90</p>	1	LO	\$NSP	\$NSP

	<p>days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0001AL	<p>PBX Fan Unit Test Results (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AM	<p>PBX Offsite 911 Status Report (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AN	<p>PBX Key Data Listing (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AP	<p>PBX Complete Database List out (Excel format)</p> <p>Due on the 10th day of the month every 90</p>	1	LO	\$NSP	\$NSP

	<p>days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0001AQ	<p>PBX All Sites Backup Report (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AR	<p>PBX Telecommunications Trunk Test Reports Report (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AS	<p>PBX CUP Swap Completion (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0001AT	<p>PBX ATTCON Peg Count Report (PDF</p>	1	LO	\$NSP	\$NSP

	format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
0001AU	PBX Trunk Route Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
0001AV	PBX Connection Trunk Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
0001AW	Station Listing from VistA (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP

VA118-13-R-0261

0001AX	<p>Transition Plan IAW PWS paragraph 5.1.3</p> <p>Due three months prior to the end of PoP on the 10th day of the month.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$NSP	\$NSP
0001AY	<p>Kick Off Meeting Agenda IAW PWS paragraph 5.1.3</p> <p>Meeting Agenda due five calendar days prior to kick off meeting.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$NSP	\$NSP
0001AZ	<p>Kick Off Meeting Minutes IAW PWS paragraph 5.1.3</p> <p>Meeting Minutes due three calendar days after kick off meeting.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$NSP	\$NSP
0002	<p>Operation and Maintenance Services IAW Paragraph 5.2 – 5.10</p> <p>This CLIN includes all labor and deliverables required for the successful completion of the tasks associated with</p>	12	MO	\$	\$

	PWS paragraphs 5.2 – 5.10.				
0002AA	<p>OEM and NEC Certifications IAW PWS paragraph 5.2</p> <p>Due day of kickoff meeting for all on boarded personnel and 30 days prior to installation of additional (new) VS equipment</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AB	<p>TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AC	<p>Summary TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AD	<p>Acceptance Test Plan and Procedure IAW PWS paragraph 5.52</p> <p>Draft due 72 hours after maintenance issue</p>	1	LO	\$NSP	\$NSP

VA118-13-R-0261

	<p>identification. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0002AE	<p>Cable Test Results IAW PWS paragraph 5.5.2</p> <p>Draft due 72 hours after maintenance and/or replacement completed. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AF	<p>Monthly Cable Records Updates IAW PWS paragraph 5.5.2</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AG	<p>Summary Cable Update Report IAW PWS paragraph 5.5.2</p> <p>Due 30 days prior to the end of the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	LO	\$NSP	\$NSP

VA118-13-R-0261

	Acceptance: destination				
0002AH	<p>Cutover Plan IAW PWS paragraph 5.5.5</p> <p>Draft due four hours after event requiring cutover. Final due four hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AJ	<p>“As-Built” Prints IAW PWS paragraph 5.5.5</p> <p>Due 72 hours after cutover.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AK	<p>“After Action” Report IAW PWS paragraph 5.5.5</p> <p>Due eight hours after emergency maintenance resolution.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
0002AL	<p>Preventive Maintenance Schedule IAW PWS paragraph 5.5.7</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR,</p>	1	LO	\$NSP	\$NSP

	CO Inspection: destination Acceptance: destination				
0002AM	Battery Quarterly Progress Report IAW PWS paragraph 5.5.8 Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
0002AN	Inventory Management Report IAW PWS paragraph 5.3.1 Due 30 DAC and the 10 th day of every month thereafter. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
0002AP	Training Materials IAW PWS paragraph 5.8 Due at time of training. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
0002AQ	User Manuals IAW PWS paragraph 5.8 Due at time of training.	1	LO	\$NSP	\$NSP

	Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
0002AR	Certificate of Maintainability Due five (5) days prior to end of PoP or upon request from VA. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
0003	Optional Tasks				
0003AA	Installation and testing services IAW PWS paragraph 5.11 This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base period or option periods. Due within 40 hours of the Government exercising the option.	1	EA	\$	\$
0003AB	Installation and testing services IAW PWS paragraph 5.11 This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base period or option periods. Due within 40 hours of the Government exercising the option.	1	EA	\$	\$

0003AC	<p>Installation and testing services IAW PWS paragraph 5.11</p> <p>This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base period or option periods.</p> <p>Due within 40 hours of the Government exercising the option.</p>	1	EA	\$	\$
0003AD	<p>Installation and testing services IAW PWS paragraph 5.11</p> <p>This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base period or option periods.</p> <p>Due within 40 hours of the Government exercising the option.</p>	1	EA	\$	\$
0003AE	<p>Installation and testing services IAW PWS paragraph 5.11</p> <p>This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base period or option periods.</p> <p>Due within 40 hours of the Government exercising the option.</p>	1	EA	\$	\$
0003AF	<p>Installation and testing services IAW PWS paragraph 5.11</p> <p>This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base</p>	1	EA	\$	\$

	<p>period or option periods.</p> <p>Due within 40 hours of the Government exercising the option.</p>				
0003AG	<p>Installation and testing services IAW PWS paragraph 5.11</p> <p>This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base period or option periods.</p> <p>Due within 40 hours of the Government exercising the option.</p>	1	EA	\$	\$
0003AH	<p>Installation and testing services IAW PWS paragraph 5.11</p> <p>This option may be exercised in accordance with FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item, at any point during performance of the base period or option periods.</p> <p>Due within 40 hours of the Government exercising the option.</p>	1	EA	\$	\$

Option Period 1

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	<p>Project Management in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>This option will be exercised in accordance with 52.217-9 “Option to Extend the Term of the Contract”</p> <p>This CLIN includes all labor and deliverables required for the successful</p>	12	MO	\$	\$

	completion of the tasks associated with PWS paragraph 5.1.				
1001AA	Contractor Project Management Plan IAW PWS paragraph 5.1.1 Due 30 days after contract (DAC) award and updated on the 10 th day monthly thereafter throughout the Period of Performance (PoP). Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$ Not Separately Priced (NSP)	\$NSP
1001AB	Progress, Status, and Management Report IAW PWS paragraph 5.1.2 Due 30 DAC and the 10 th day of every month throughout the PoP thereafter. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AC	Call Detail Records IAW PWS paragraph 5.1.2 Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AD	ACD Call Activity for all Splits at all sites (PDF format) IAW PWS paragraph 5.1.2 Due on the 10 th day of the month every 90	1	LO	\$NSP	\$NSP

	<p>days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
1001AE	<p>PBX Available Number Inventory Report (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1001AF	<p>IP Station Information & Status Report for all sites (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1001AG	<p>Server Failure Status Report for all sites (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP

1001AH	PBX Display of Lockout Station (Word format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AJ	PBX Display of Secret System Messages (Text format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AK	PBX Trunk Circuit Check Results (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AL	PBX Fan Unit Test Results (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination	1	LO	\$NSP	\$NSP

	Acceptance: destination				
1001AM	PBX Offsite 911 Status Report (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AN	PBX Key Data Listing (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AP	PBX Complete Database List out (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AQ	PBX All Sites Backup Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO	1	LO	\$NSP	\$NSP

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
1001AR	<p>PBX Telecommunications Trunk Test Reports Report (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1001AS	<p>PBX CUP Swap Completion (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1001AT	<p>PBX ATTCON Peg Count Report (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1001AU	<p>PBX Trunk Route Report (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR,</p>	1	LO	\$NSP	\$NSP

	CO Inspection: destination Acceptance: destination				
1001AV	PBX Connection Trunk Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AW	Station Listing from Vista (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
1001AX	Transition Plan IAW PWS paragraph 5.1.3 Due three months prior to the end of PoP on the 10 th day of the month. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$NSP	\$NSP
1002	Operation and Maintenance Services IAW Paragraph 5.2 – 5.10 This option will be exercised in accordance with 52.217-9 “Option to	12	MO	\$	\$

	<p>Extend the Term of the Contract”</p> <p>This CLIN includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraphs 5.2 – 5.10.</p>				
1002AA	<p>OEM and NEC Certifications IAW PWS paragraph 5.2</p> <p>Due day of kickoff meeting for all on boarded personnel and 30 days prior to installation of additional (new) VS equipment</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AB	<p>TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AC	<p>Summary TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	LO	\$NSP	\$NSP

VA118-13-R-0261

	Acceptance: destination				
1002AD	<p>Acceptance Test Plan and Procedure IAW PWS paragraph 5.52</p> <p>Draft due 72 hours after maintenance issue identification. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AE	<p>Cable Test Results IAW PWS paragraph 5.5.2</p> <p>Draft due 72 hours after maintenance and/or replacement completed. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AF	<p>Monthly Cable Records IAW PWS paragraph 5.5.2</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AG	<p>Summary Cable Update Report IAW PWS paragraph 5.5.2</p>	1	LO	\$NSP	\$NSP

VA118-13-R-0261

	<p>Due 30 days prior to the end of the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
1002AH	<p>Cutover Plan IAW PWS paragraph 5.5.5</p> <p>Draft due four hours after event requiring cutover. Final due four hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AJ	<p>“As-Built” Prints IAW PWS paragraph 5.5.5</p> <p>Due 72 hours after cutover.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AK	<p>“After Action” Report IAW PWS paragraph 5.5.5</p> <p>Due eight hours after emergency maintenance resolution.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP

1002AL	<p>Preventive Maintenance Schedule IAW PWS paragraph 5.5.7</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AM	<p>Battery Quarterly Progress Report IAW PWS paragraph 5.5.8</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AN	<p>Inventory Management Report IAW PWS paragraph 5.3.1</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AP	<p>Training Materials IAW PWS paragraph 5.8</p> <p>Due at time of training.</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	LO	\$NSP	\$NSP

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
1002AQ	<p>User Manuals IAW PWS paragraph 5.8</p> <p>Due at time of training.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
1002AR	<p>Certificate of Maintainability</p> <p>Due five (5) days prior to end of PoP or upon request from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
Option Period 2					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001	<p>Project Management in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>This option will be exercised in accordance with 52.217-9 “Option to Extend the Term of the Contract”</p> <p>This CLIN includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.1.</p>	12	MO	\$	\$

2001AA	<p>Contractor Project Management Plan IAW PWS paragraph 5.1.1</p> <p>Due 30 days after contract (DAC) award and updated on the 10th day monthly thereafter throughout the Period of Performance (PoP).</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$ Not Separately Priced (NSP)	\$NSP
2001AB	<p>Progress, Status, and Management Report IAW PWS paragraph 5.1.2</p> <p>Due 30 DAC and the 10th day of every month throughout the PoP thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2001AC	<p>Call Detail Records IAW PWS paragraph 5.1.2</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2001AD	<p>ACD Call Activity for all Splits at all sites (PDF format) IAW PWS paragraph 5.1.2</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR,</p>	1	LO	\$NSP	\$NSP

	CO Inspection: destination Acceptance: destination				
2001AE	PBX Available Number Inventory Report (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AF	IP Station Information & Status Report for all sites (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AG	Server Failure Status Report for all sites (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AH	PBX Display of Lockout Station (Word format)	1	LO	\$NSP	\$NSP

	<p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2001AJ	<p>PBX Display of Secret System Messages (Text format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2001AK	<p>PBX Trunk Circuit Check Results (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2001AL	<p>PBX Fan Unit Test Results (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2001AM	<p>PBX Offsite 911 Status Report (Excel</p>	1	LO	\$NSP	\$NSP

	format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
2001AN	PBX Key Data Listing (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AP	PBX Complete Database List out (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AQ	PBX All Sites Backup Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP

2001AR	PBX Telecommunications Trunk Test Reports Report (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AS	PBX CUP Swap Completion (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AT	PBX ATTCON Peg Count Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AU	PBX Trunk Route Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination	1	LO	\$NSP	\$NSP

	Acceptance: destination				
2001AV	PBX Connection Trunk Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AW	Station Listing from VistA (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2001AX	Transition Plan IAW PWS paragraph 5.1.3 Due three months prior to the end of PoP on the 10 th day of the month. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$NSP	\$NSP
2002	Operation and Maintenance Services IAW Paragraph 5.2 – 5.10 This option will be exercised in accordance with 52.217-9 “Option to Extend the Term of the Contract” This CLIN includes all labor and	12	MO	\$	\$

	deliverables required for the successful completion of the tasks associated with PWS paragraphs 5.2 – 5.10.				
2002AA	<p>OEM and NEC Certifications IAW PWS paragraph 5.2</p> <p>Due day of kickoff meeting for all on boarded personnel and 30 days prior to installation of additional (new) VS equipment</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AB	<p>TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AC	<p>Summary TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AD	Acceptance Test Plan and Procedure IAW	1	LO	\$NSP	\$NSP

	<p>PWS paragraph 5.52</p> <p>Draft due 72 hours after maintenance issue identification. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2002AE	<p>Cable Test Results IAW PWS paragraph 5.5.2</p> <p>Draft due 72 hours after maintenance and/or replacement completed. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AF	<p>Monthly Cable Records IAW PWS paragraph 5.5.2</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AG	<p>Summary Cable Update Report IAW PWS paragraph 5.5.2</p> <p>Due 30 days prior to the end of the PoP.</p> <p>Electronic submission to: VA PM, COR,</p>	1	LO	\$NSP	\$NSP

	<p>CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2002AH	<p>Cutover Plan IAW PWS paragraph 5.5.5</p> <p>Draft due four hours after event requiring cutover. Final due four hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AJ	<p>“As-Built” Prints IAW PWS paragraph 5.5.5</p> <p>Due 72 hours after cutover.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AK	<p>“After Action” Report IAW PWS paragraph 5.5.5</p> <p>Due eight hours after emergency maintenance resolution.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AL	<p>Preventive Maintenance Schedule IAW PWS paragraph 5.5.7</p>	1	LO	\$NSP	\$NSP

	<p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2002AM	<p>Battery Quarterly Progress Report IAW PWS paragraph 5.5.8</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AN	<p>Inventory Management Report IAW PWS paragraph 5.3.1</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
2002AP	<p>Training Materials IAW PWS paragraph 5.8</p> <p>Due at time of training.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	LO	\$NSP	\$NSP

	Acceptance: destination				
2002AQ	User Manuals IAW PWS paragraph 5.8 Due at time of training. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
2002AR	Certificate of Maintainability Due five (5) days prior to end of PoP or upon request from VA. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
Option Period 3					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Project Management in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1. This option will be exercised in accordance with 52.217-9 “Option to Extend the Term of the Contract” This CLIN includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.1.	12	MO	\$	\$
3001AA	Contractor Project Management Plan IAW PWS paragraph 5.1.1	1	LO	\$ Not Separately	\$NSP

	<p>Due 30 days after contract (DAC) award and updated on the 10th day monthly thereafter throughout the Period of Performance (PoP).</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>			Priced (NSP)	
3001AB	<p>Progress, Status, and Management Report IAW PWS paragraph 5.1.2</p> <p>Due 30 DAC and the 10th day of every month throughout the PoP thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AC	<p>Call Detail Records IAW PWS paragraph 5.1.2</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AD	<p>ACD Call Activity for all Splits at all sites (PDF format) IAW PWS paragraph 5.1.2</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	LO	\$NSP	\$NSP

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
3001AE	<p>PBX Available Number Inventory Report (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AF	<p>IP Station Information & Status Report for all sites (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AG	<p>Server Failure Status Report for all sites (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AH	<p>PBX Display of Lockout Station (Word format)</p> <p>Due on the 10th day of the month every 90</p>	1	LO	\$NSP	\$NSP

	<p>days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3001AJ	<p>PBX Display of Secret System Messages (Text format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AK	<p>PBX Trunk Circuit Check Results (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AL	<p>PBX Fan Unit Test Results (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AM	<p>PBX Offsite 911 Status Report (Excel format)</p>	1	LO	\$NSP	\$NSP

	<p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3001AN	<p>PBX Key Data Listing (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AP	<p>PBX Complete Database List out (Excel format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AQ	<p>PBX All Sites Backup Report (PDF format)</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3001AR	<p>PBX Telecommunications Trunk Test</p>	1	LO	\$NSP	\$NSP

	Reports Report (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
3001AS	PBX CUP Swap Completion (Excel format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
3001AT	PBX ATTCON Peg Count Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
3001AU	PBX Trunk Route Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP

3001AV	PBX Connection Trunk Report (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
3001AW	Station Listing from VistA (PDF format) Due on the 10 th day of the month every 90 days throughout the PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
3001AX	Transition Plan IAW PWS paragraph 5.1.3 Due three months prior to the end of PoP on the 10 th day of the month. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$NSP	\$NSP
3002	Operation and Maintenance Services IAW Paragraph 5.2 – 5.10 This option will be exercised in accordance with 52.217-9 “Option to Extend the Term of the Contract” This CLIN includes all labor and deliverables required for the successful	12	MO	\$	\$

	completion of the tasks associated with PWS paragraphs 5.2 – 5.10.				
3002AA	<p>OEM and NEC Certifications IAW PWS paragraph 5.2</p> <p>Due day of kickoff meeting for all on boarded personnel and 30 days prior to installation of additional (new) VS equipment</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AB	<p>TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AC	<p>Summary TMS Updates Report IAW PWS paragraph 5.4</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AD	Acceptance Test Plan and Procedure IAW PWS paragraph 5.52	1	LO	\$NSP	\$NSP

	<p>Draft due 72 hours after maintenance issue identification. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3002AE	<p>Cable Test Results IAW PWS paragraph 5.5.2</p> <p>Draft due 72 hours after maintenance and/or replacement completed. Final due 24 hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AF	<p>Monthly Cable Records IAW PWS paragraph 5.5.2</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AG	<p>Summary Cable Update Report IAW PWS paragraph 5.5.2</p> <p>Due 30 days prior to the end of the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	LO	\$NSP	\$NSP

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
3002AH	<p>Cutover Plan IAW PWS paragraph 5.5.5</p> <p>Draft due four hours after event requiring cutover. Final due four hours after comments from VA.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AJ	<p>“As-Built” Prints IAW PWS paragraph 5.5.5</p> <p>Due 72 hours after cutover.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AK	<p>“After Action” Report IAW PWS paragraph 5.5.5</p> <p>Due eight hours after emergency maintenance resolution.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AL	<p>Preventive Maintenance Schedule IAW PWS paragraph 5.5.7</p> <p>Due 30 DAC and the 10th day of every</p>	1	LO	\$NSP	\$NSP

	<p>month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3002AM	<p>Battery Quarterly Progress Report IAW PWS paragraph 5.5.8</p> <p>Due on the 10th day of the month every 90 days throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AN	<p>Inventory Management Report IAW PWS paragraph 5.3.1</p> <p>Due 30 DAC and the 10th day of every month thereafter.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP
3002AP	<p>Training Materials IAW PWS paragraph 5.8</p> <p>Due at time of training.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$NSP	\$NSP

VA118-13-R-0261

3002AQ	User Manuals IAW PWS paragraph 5.8 Due at time of training. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP
3002AR	Certificate of Maintainability Due five (5) days prior to end of PoP or upon request from VA. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	\$NSP	\$NSP



B.4 PERFORMANCE WORK STATEMENT (PWS)

**DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology (OIT)
Veterans Health Administration (VHA)
Veterans Affairs Health Care System (VAHCS)
Region 3**

Bay Pines VAHCS Private Branch Exchange (PBX) Maintenance Services

**Date: May 2, 2013
TAC-13-08524
PWS Version Number: 1.0**

Contents

1.0	BACKGROUND	57
2.0	APPLICABLE DOCUMENTS.....	57
3.0	SCOPE OF WORK.....	59
4.0	PERFORMANCE DETAILS	60
4.1	PERFORMANCE PERIOD	60
4.2	PLACE OF PERFORMANCE	60
4.3	TRAVEL.....	62
5.0	SPECIFIC TASKS AND DELIVERABLES.....	62
5.1	PROJECT MANAGEMENT.....	62
5.1.1	CONTRACTOR PROJECT MANAGEMENT PLAN	62
5.1.2	DOCUMENTATION AND REPORTING	62
5.1.3	TRANSITION PLAN	64
5.1.4	TECHNICAL KICKOFF MEETING.....	65
5.2	OPERATION AND MAINTENANCE.....	66
5.3	HARDWARE/SOFTWARE SUPPORT	67
5.3.1	TECHNICAL SUPPORT	67
5.3.2	SOFTWARE ASSURANCE	67
5.4	TELECOMMUNICATIONS MANAGEMENT SYSTEM (TMS) SUPPORT	68
5.5	MAINTENANCE	68
5.5.1	GENERAL.....	68
5.5.2	CABLING.....	69
5.5.3	SUBSTITUTION	71
5.5.4	DOWNTIME	71
5.5.5	EMERGENCY MAINTENANCE CALL.....	71
5.5.6	ROUTINE MAINTENANCE CALL	73
5.5.7	PREVENTATIVE MAINTENANCE SERVICE.....	73
5.5.8	BATTERY BACKUP SYSTEM MAINTENANCE.....	74
5.6	FOLLOW ON SERVICE	74
5.6.1	INVENTORY MANAGEMENT	74
5.6.2	MOVES, ADDS & CHANGES (MAC).....	75
5.6.3	SYSTEM IMPROVEMENTS	75
5.7	SYSTEM BACKUP.....	75

5.8 TRAINING AND USER SUPPORT	76
5.9 EQUIPMENT AND/OR SOFTWARE MONITORS	76
5.10 CERTIFICATE OF MAINTAINABILITY	76
5.11 OPTIONAL TASK 1: INSTALLATION	77
6.0 GENERAL REQUIREMENTS	77
6.1..... POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS	77
6.1.1 POSITION/TASK RISK DESIGNATION LEVEL(S)	78
6.1.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS	79
6.2 METHOD AND DISTRIBUTION OF DELIVERABLES	80
6.3 PERFORMANCE METRICS	81
6.4 FACILITY/RESOURCE PROVISIONS	83
6.5 GOVERNMENT FURNISHED PROPERTY	84
ADDENDUM A	85
ADDENDUM B	90
APPENDIX A	97
APPENDIX B	98
APPENDIX C	105
APPENDIX D	106
APPENDIX E	120
APPENDIX F	127

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OIT), and Veterans Health Administration (VHA) Bay Pines VA Health Care Center (VAHCS) Region 3 is to provide benefits and services to Veterans of the United States. In meeting these goals, OIT strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

This Performance Work Statement (PWS) defines the requirements for telecommunication installation, maintenance and follow-on services for Private Branch Exchange (PBX) Voice systems (VS) and all associated peripheral equipment located throughout the Bay Pines VAHCS.

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201, "Personal Identity Verification of Federal Employees and Contractors," March 2006
4. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
5. Public Law 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006, title IX Information Security Matters
6. 10 U.S.C. § 2224, "Defense Information Assurance Program"
7. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
8. Department of Veterans Affairs (VA) Directive 0710 Personnel Security and Suitability Program dated May 18, 2007 (<https://www.voa.va.gov/>)
9. Department of Veterans Affairs (VA) Directive 6102 (Internet/Intranet Services) (<https://www.voa.va.gov/>)
10. Health Insurance Portability and Accountability Act (HIPAA); 45 CFR Part 160, 162, and 164; Health Insurance Reform: Security Standards; Final Rule dated February 20, 2003
11. VHA Security Handbook 1600.01, Business Associate Agreements (<https://www.voa.va.gov/>)

12. 36 C.F.R. Part 1194 “Electronic and Information Technology Accessibility Standards,” July 1, 2003
13. Office of Management and Budget Circular A-130, “Management of Federal Information Resources’, November 28, 2000
14. U.S.C. Section 552a, as amended
15. Title 32 CFR 199, “Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)”
16. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
17. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. Section § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
18. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
19. Department of Veterans Affairs (VA) Directive 6500, Information Security Program
20. VA Handbook 6500, “Information Security Program,” September 18, 2007.
21. VA Handbook 6500.1, “Electronic Media Sanitization,” March 22, 2010.
22. VA Handbook 6500.2, “Management of Security and Privacy Incidents,” June 17, 2008.
23. VA Handbook 6500.3, “Certification and Accreditation of VA Information Systems,” November 24, 2008.
24. VA Handbook, 6500.5, Incorporating Security and Privacy in System Development Lifecycle.
25. VA Handbook 6500.6, “Contract Security,” March 12, 2010
26. Office of Information and Technology (OI&T) ProPath Process Methodology (<https://www.voa.va.gov/>) NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
27. 27. National Institute of Standards and Technology (NIST) Special Publication 800-53, “Recommended Security Controls for Federal Information Systems and Organizations” (<https://www.voa.va.gov/>)
28. Project Management Accountability System (PMAS) portal (<https://www.voa.va.gov/>)
29. Federal Travel Regulation (FTR) (www.gsa.gov/federaltravelregulation)
30. Technical Reference Model (TRM) (<https://www.voa.va.gov/>)
31. Federal Segment Architecture Methodology (FSAM) v1.0, December 2008
32. National Institute Standards and Technology (NIST) Special Publications 800 series
33. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
34. VA Directive 6300, Records and Information Management, February 26, 2009
35. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
36. National Electric Code (NEC), Part 800 Article 250
37. Building Industry Consulting Service International (BICSI), all standards

38. Electronic Industries Association/Telecommunications Industry Association
EIA/TIA 569 (Standard for telecommunications pathways and spaces requirements)
39. Telecommunications Industry Association/Electronic Industries Association TIA/EIA
568A (Telecommunications cabling standard)
40. Insulated Cable Engineers Association (ICEA) Publications S-80-576-1988
41. Telecommunications Industry Association/Electronic Industries Association TIA/EIA
607 (Building grounding and bonding requirements)
42. Telecommunications Industry Association/Electronic Industries Association TIA/EIA
606 (Standard for records, labeling and space & pathway administration)
43. Federal Communications Commission (FCC) Part 68
44. Americans with Disabilities Act (ADA)
45. National Fire Protection Association (NFPA)
46. Underwriters Laboratories (UL)
47. TIA/EIA 607 (Bonding and Grounding requirements)
48. Appendices A through F

3.0 SCOPE OF WORK

The Contractor shall provide technical support and maintenance services for the existing VSs, and new VS installations covered by this PWS, located at Bay Pines VA Medical Center (VAMC), Veterans Centers, various Out Patient clinics, Community Based Outpatient Clinics (CBOCs), Community Resource and Rehabilitation Centers throughout the Bay Pines VAHCS Region (See Appendix A).

The Contractor shall provide technical support for the existing software including any Original Equipment Manufacturer (OEM)-sponsored modification or revisions. The Contractor shall install patches and upgrades pushed by the manufacturer.

The Contractor shall maintain all hardware/software ports provided by the VS, or any other component in VA-provided Bay Face Layout diagrams. If the common equipment, cabling, any station/trunk card, or any other VS components fail, the Contractor shall be required to provide and replace the failed equipment with new equipment. VA will NOT supply replacement hardware required for VS maintenance; it is solely the contractor's responsibility. The Contractor shall provide all replacement hardware for failures of components of the VS and cabling and components directly connected to the VS, to include instruments, cable plant, battery backup, systems alarms and all interfaced ancillary systems including Voice Mail System (VMS), Automated Attendant (AA), and Telecommunications Management System (TMS). [Refer to Appendices B and C].

The Contractor shall provide maintenance service coverage for Telephone Instruments, cable plant (copper/fiber), battery backup system, VS and Telephone Room (TR) environmental alarms and all interfaced ancillary systems, i.e., VMS, AA, and TMS. The TMS is construed to

consist of the call detail reporting system.

The Contractor shall provide a 24 hours per day, seven days per week (24x7) contact number for emergency maintenance and routine maintenance tasks described below. In addition, the Contractor shall perform preventive maintenance tasks as described below.

The Contractor shall monitor and maintain the VS battery backup system.

The Contractor shall perform follow-on service, where the term “follow-on service” as used in this document includes the following:

- A. Inventory Management
- B. Moves, Adds, and Changes (MAC)
- C. System Improvements
- D. Cable plant Infrastructure

The Contractor shall accomplish all voice cable connections and additional cable requirements for MAC. The Contractor is not responsible for hardware needed to perform MAC; the VA will provide all hardware needed to perform MAC. The Contractor shall provide a 24 hours per day, seven days per week (24x7) contact number for MAC.

The Contractor shall perform PBX system/working file backups.

The Contractor shall furnish all personnel, equipment (when applicable), tools, transportation, management and supervision necessary to perform all VS maintenance tasks and functions.

Note: Where telephone system and PBX appear in the singular form, the requirement shall be for multiple VS for the sites listed for VISN 8 Health Care Systems.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance shall be 12 months from the date of award with three 12 month option periods, if exercised by the Government. The tasks required in Paragraphs 5.1 through 5.10 shall be performed in the Base and Option Periods. Task 5.11 may be exercised either in the Base or Option Periods.

4.2 PLACE OF PERFORMANCE

The Bay Pines VAHCS has a Northern and Southern hub & spoke concept with a Northern and Southern hub within each tier, as specified below. The Contractor shall be primarily located at the Bay Pines VAMC (Northern hub) and Lee County VA Health Care Center (VAHCC) (Southern hub) and shall be responsible for onsite maintenance services for all facilities existing and planned under the Bay Pines VAHCS region to include installations, closures (decommissions), and relocations. The Government does not anticipate decommissioning any systems during the period of performance; however it does anticipate a minimum of one major MAC relocation (Sarasota CBOC) and a minimum of five additional buildings will be added to the main campus (VAHCS Bay Pines) and two leased locations in St. Petersburg, FL in August

2013 and March 2014. Accordingly, the Contractor shall provide coverage for these additional systems and shall include the price for this effort in the applicable FFP line items.

Northern Tier Sites

1. VAHCS Bay Pines, 10000 Bay Pines Blvd, Bay Pines FL 33744
2. Franklin/Templeton, 140 Fountain Parkway, Suite 130, St. Petersburg FL 33716
3. PFS/BOS Largo, 8550 Ulmerton Road, Largo FL 33771
4. Palm Harbor CBOC, 35209 US Hwy 19 North, Palm Harbor FL 34684
5. Clearwater Veterans Center, 29259 US Hwy 19 North, Clearwater FL 33761
6. St. Petersburg Veterans Center, 6798 Crosswinds Drive North, St. Petersburg FL 33710
7. St. Petersburg CBOC, 840 MLK Street North, St. Petersburg FL 33705
8. Sarasota CBOC, 5682 Bee Ridge Road, Suite 100, Sarasota FL 34233
9. Sarasota Veterans Center, 4801 Swift Road, Suite A, Sarasota FL 34231
10. Bradenton CBOC, Morgan Johnson Office Park, 5530 S.R. 64, Bradenton FL 34208
11. *Anticipated Readjustment Counseling (RCS) leased location in August 2013, St. Petersburg, FL*
12. *Anticipated OIT Field Office (OIFO) leased location in March 2014, St. Petersburg, FL*

Southern Tier Sites

13. Lee County VAHCC, 2489 Diplomat Parkway East, Cape Coral FL 33909
14. Naples CBOC, 2685 Horseshoe Drive South, Suite 101, Naples, FL 34104
15. Naples Veterans Center, 2705 Horseshoe Drive South, Suite 204, Naples, FL 34104
16. Fort Myers Veterans Center, 4110 Center Point Drive, Unit 204, Fort Myers FL 33916
17. Sebring CBOC, 5901 US Hwy 27 South, Sebring FL 33870
18. Port Charlotte CBOC, 4161 Tamiami Trail, Suite 401, Port Charlotte FL 33592

Although a normal work tour consists of Monday through Friday, 8 AM through 4:30 PM Eastern Standard Time (EST) excluding Federal Holidays, the onsite VA Telecommunications Manager will determine what may constitute a normal tour of eight (8) hours consistent with the operational hours or needs of the medical center. A normal tour of duty is as aforementioned unless otherwise notated in the PWS.

The Contractor shall be required to provide VS maintenance services, however, at any facility within the designated health care system (See Appendix A) when necessary.

The Government requires a minimum of five full time equivalents (FTEs) for this effort: one project manager/senior technician, two senior technicians and one junior technician/cable technician, for a minimum of four (4) FTE located at Bay Pines VAMC (Northern hub). Additionally, one (1) senior technician, for a minimum of one (1) FTE located at Lee County VAHCC (Southern hub) to perform the work required under this PWS.

4.3 TRAVEL

The Government anticipates travel among the Bay Pines VAHCS facilities specified in Section 4.2 to perform the tasks associated with the effort.

5.0 SPECIFIC TASKS AND DELIVERABLES

The tasks described in this section and subsections apply to the Base and Option Periods. The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be concurred upon 30 days after contract award and updated monthly thereafter. The Contractor shall update and maintain the VA PM approved CPMP throughout the period of performance.

Deliverables:

- A. Contractor Project Management Plan

5.1.2 DOCUMENTATION AND REPORTING

The Contractor shall deliver a monthly "Progress, Status, and Management" (CPSMR) report. These reports shall provide accurate, timely, and complete project information for this contract. The monthly Progress, Status, and Management report shall include the following data elements:

- a. Project Name and contract number.
- b. Overview and description of the contract.
- c. Overall high level assessment contract progress.

- d. All work in-progress and completed during the reporting period.
- e. Identification of any issues uncovered during the reporting period; especially those areas with a high probability of impacting schedule, cost, or performance goals and description of their likely impact.
- f. Explanations for any unresolved issues, including possible solutions and any actions required of the Government and/or Contractor to resolve or mitigate any identified issue; this shall including a plan and timeframe for resolution.
- g. Status on previously identified issues, actions taken to mitigate the situation and/or progress made in rectifying the situation.
- h. Work planned for the subsequent four (4) reporting periods, when applicable
- i. Current schedule overlaid on original schedule showing any delays or advancement in schedule.
- j. Workforce staffing data showing all Contractor personnel performing on the effort during the current reporting period. After the initial labor baseline is provided, each Progress, Status, and Management Report shall identify any changes in staffing identifying each person who was added to the contract or removed from the contract.
- k. Original schedule of deliverables and the corresponding deliverables made during the current reporting period.

In addition to the above data elements, this report shall identify any problem instances that affected multiple system users during the previous month along with a description of how each problem was resolved. In the case where a problem has not been completely resolved, the Contractor shall provide a description of actions being taken to fix the problem and an anticipated date of problem remediation. The Contractor shall keep VA informed accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

All downtime, MAC(s), emergency calls, routine maintenance calls and service calls, actions and resolutions, service availability, system and/or PBX backups, inventory, as well as suggested or system improvements or changes shall be documented in the CPSMR.

Each CPSMR shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. The CPSMRs shall reflect data as of the last day of the preceding month. The report shall include a description of the issue, steps taken to resolve the issue, length of time to resolve the issue and the final resolution.

Call Detail Records shall be provided to the COR on Compact Disc (CD) every 90 days or as requested by the VA.

The Contractor is responsible for the technical administrative records of the telecommunication network and shall provide and maintain all VS, Communication Systems (CS), and communication infrastructure documentation. The Contractor shall provide updated systems documentation, to include the following: details of interface connection points for third party equipment connection, details of communication circuits, functional details of all equipment types with the date the equipment was placed in-service, last upgrade, system block diagrams, and site-specific Bay Face layout diagrams. The Contractor shall be responsible for maintaining all existing and new records including: network drawings, automatic call distribution (ACD) flowcharts, VMS flowcharts, PBX system databases, Bay Face layouts for each PBX/Call Control Server, cable plant records, fiber optic records, and As-Built drawings.

Deliverables:

- A. Contractor's Progress, Status and Management Report
- B. Call Detail Records
- C. ACD Call Activity for all Splits at all sites in PDF format.
- D. PBX Available Number Inventory Report in Excel format.
- E. IP Station Information & Status Report for all sites in PDF format.
- F. Server Failure Status Report for all sites in PDF format.
- G. PBX Display of Lockout Station in Word format.
- H. PBX Display of Secret System Messages in text format.
- I. PBX Trunk Circuit Check Results in Excel format.
- J. PBX Fan Unit Test Results in PDF format.
- K. PBX Offsite 911 Status Report in Excel format.
- L. PBX Key Data Listing in Excel format.
- M. PBX Complete Database List out in Excel format.
- N. PBX All Sites Backup Report in PDF.
- O. PBX Telecommunication Trunk Test Results Report in Excel format
- P. PBX CPU Swap Completion in Excel format.
- Q. PBX ATTCON Peg Count Report in PDF format.
- R. PBX Trunk Route Report in PDF format.
- S. PBX Connection Trunk Report in PDF format.
- T. Station Listing from Vista in PDF format.

5.1.3 TRANSITION PLAN

The Contractor shall provide a plan for 30 days of outgoing transition for transitioning work from the current contract to a follow-on contract/order or Government entity three (3) months prior to the end of the period of performance. This transition may be to a Government entity or

to another Contractor or to the incumbent Contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from this contract to a successful provider. This shall include formal coordination with Government staff and successor staff and management. It shall also include delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall include, but is not limited to:

1. Coordination with Government representatives
2. Review, evaluation and transition of current support services
3. Transition of historic data to new Contractor system
4. Transfer of stewardship of VA-owned hardware warranties and software licenses (if applicable)
5. Transfer of all necessary business and/or technical documentation
6. Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes
7. Upon direction of the Contracting Officer, the Contractor shall provide for disposition of Contractor purchased Government owned assets, (if applicable)
8. Upon direction of the Contracting Office, the Contractor shall transfer Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance
9. Turn-in of all government keys, ID/access cards, and security codes

Deliverables:

A. Transition Plan

5.1.4 TECHNICAL KICKOFF MEETING

The Contractor shall hold a technical kickoff meeting within 10 days after contract award. The Contractor shall present, for review and approval by VA, the details of the intended approach, work plan, and project schedule for each effort. The Contractor shall specify dates, locations (can be virtual), agenda (shall be provided to all attendees at least five (5) calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three (3) calendar

days after the meeting). The Contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), Contracting Officer's Representative (COR), and the VA Program Manager (PM).

Deliverables:

- A. Meeting Agenda
- B. Meeting Minutes

5.2 OPERATION AND MAINTENANCE

The Contractor shall provide operation and maintenance services as described in Paragraphs 5.2 through Paragraph 0, and to new installations as described in PWS paragraph 5.11, for the existing telephone system, to include instruments, cable plant, battery backup, systems alarms and all interfaced ancillary systems including VMS, AA, and TMS. The Contractor shall comply with the current national telecommunications industry standards and practices.

The operating environment of the VISN 8 Bay Pines VAMC Health Care Systems and facilities are characterized by NEC products and associated telecommunication equipment (See Appendix B).

The Contractor shall be responsible for obtaining and providing OEM and NEC certifications for all on-boarded personnel and shall certify all personnel performing work under this contract are factory certified and trained on all installed system types and peripheral NEC equipment (i.e. NEC SVC8500, NEC 2400 UMG, NEC 2000 IPS, NEC SV8300, NEC SV8100, OW500, AimWorx, Post Call Survey, Nurse Call, Global Navigator, QueWorx, UM8700 VM, MA 4000). The Contractor shall be responsible for directly contacting the manufacturer's National Technical Assistance Center (NTAC) for diagnostic testing and technical problem assistance with all equipment. Certifications are required for direct contact with manufacturer NTACs. NTAC technical support is available only for NEC authorized dealers and OEM certified customers with authorized access.

As additional new (including newer model) VS equipment is installed by VA, the Contractor shall ensure its Site Technicians obtain the necessary OEM certification to support that additional VS equipment 30 days prior to the installation of the VS additional equipment.

Deliverable:

- A. OEM and NEC Certifications

5.3 Hardware/software support

5.3.1 TECHNICAL SUPPORT

The Contractor shall provide technical support for the existing VS, and to new installations as described in PWS paragraph 5.11, consisting of NEC 2000, NEC 2400, NEC SV-8100, NEC SV-8300, and NEC SV-8500 PBX systems and associated VS ancillary equipment such as voicemail, Integrated Voice Response (IVR), Automatic Call Distribution (ACD) and Navigator. The Contractor shall establish access to the VS Manufacturer National Technical Assistance Center (NTAC) to provide support for software, diagnostic, hardware upgrades and authorization to license software for use with new systems.

The Contractor shall recommend to the COR, with coordination with the site telecommunications manager, all software upgrades developed and offered by the PBX manufacturer within 60 days of manufacturer release and perform installation of upgrades upon COR approval.

The Contractor shall provide technical support for the existing software including any OEM-sponsored modification or revisions. The support provided shall consist of correction of errors, provision of OEM-sponsored modifications, improvements, and revisions. The Contractor shall furnish full documentation of all OEM-sponsored changes and/or modifications to the software provided to meet the Governments' requirements.

In the case of new software level releases by the OEM, the Government may elect to accept the later versions of the software and if accepted, the Contractor shall support the Government's current installed software versions. Any reprogramming of additional equipment required to accommodate such later versions will be communicated by Government Engineering Change Proposal (ECP) and will not be at the Government's expense. VS system software shall be maintained to conform to and perform in accordance with the OEM's functional descriptions and data requirements.

The Contractor shall furnish the most current version of manufacturer supplied user manuals, when applicable, and publications for all VS equipment. Any efforts associated with this activity shall be reported in the CPSMR.

5.3.2 SOFTWARE ASSURANCE

Bay Pines VAHCS requires the contractor to have subscriptions (Software Assurance Program) or the equivalent with the OEM manufacturers of all PBX Telephone equipment (specified in Appendix B) to allow for any required technical support and patching support needed directly from the manufacturers. The Contractor shall ensure that all subscriptions (Software Assurance Program) or the equivalent is maintained and proper patching and equipment up keep is

completed throughout the period of performance. All equipment shall be maintained at the current level of patching required by OEMs. The Contractor shall document all software assurance activities in the CPSMR.

5.4 TELECOMMUNICATIONS MANAGEMENT SYSTEM (TMS) SUPPORT

The Contractor shall provide a TMS report every 90 days consisting of the call volume and historical statistical analysis from month to month of the daily call volume (Quarterly TMS Updates Report). The Contractor shall note and recommend any suggested improvements to the least cost routing schedules. The onsite Telecommunications Manager may request additional call detail records as per site requirements through the COR. In such cases, the onsite Contractor staff shall provide requested reports from the site TMS system during the normal time of duty. No later than 30 days prior to end of period of performance, the Contractor shall provide a Summary TMS Update Report for that period.

Deliverable:

- A. TMS Updates Report
- B. Summary TMS Updates Report

5.5 Maintenance

5.5.1 GENERAL

The Contractor shall identify issues, troubleshoot anomalies, and provide maintenance for the VS system. The Contractor shall provide a seven (7) day, 24 hour (24x7) contact number for emergency maintenance, routine maintenance and MAC services.

The Contractor shall maintain the VA VS to assure 99.99% availability of the VS equipment and 99.99% availability for the Voice over Internet Protocol (VoIP) service (excluding external network related failures/problems). The Contractor shall report equipment, and VoIP service availability in the CPSMR. The Contractor shall ensure that users are able to access their voice mail from within the medical center as well as remote locations when any changes are done to the PBX system.

The Contractor shall conduct all VS Operation and Maintenance in accordance with the VS Manufacturer Specifications. The Contractor shall provide functionally compatible equipment when failed hardware components, devices and systems need to be replaced. VA will NOT supply replacement hardware as required for VS maintenance. The Contractor shall provide all replacement hardware necessary to remediate failures of hardware components of the VS and cabling and components directly connected to the VS, as well as phones and attachments to

include instruments, cable plant, battery backup, systems alarms and all interfaced ancillary systems including VMS, AA, and TMS. [Refer to Appendices B and C].

During performance of this contract, when work is performed by a third party vendor through a local facility contracting agreement, the Contractor shall provide requisite support to VA and/or the third party vendor for all PBX VS and all associated peripheral equipment located throughout the Bay Pines VAHCS.

Any actions performed on this subtask shall be reported in the CPSMR.

5.5.2 CABLING

The Contractor shall maintain the existing cable distribution system at each site. NOTE: Work Load History is provided under Appendix F – Wiring (Cable) Installation. This cabling may be of copper, coaxial cable or fiber optic cable type. The Contractor is responsible for complete knowledge of the space and cable pathway (equipment rooms, telephone closets, conduits, wire ways, etc.) at the VA sites and the Local Exchange Carrier (LEC) entrance facilities. The Contractor shall provide replacement hardware of cabling and components on the PBX side of the main distribution frame (MDF) that connects to the VS and terminates with PBX dial tone (PBX-to-MDF). For failures of cabling and components on the distribution/access side, i.e., the non-PBX side of the MDF, the VA will provide replacement hardware.

The Contractor shall provide cable installation support related to cabling runs, feed cables, lightening protection, fiber optic runs, installation of jacks, face plates, patch panels, fiber connections, 110 and 66 block as well as any other runs or connections associated with the installation of distribution system (manhole, aerial, etc.). The Government estimates approximately 150 cable installations per year. The Government shall provide all hardware required for this task. Cable installation tasks performed by the Contractor shall conform to the standards specified in Appendix D of this PWS. Installation of cable shall be in accordance with accepted EIA/TIA, BICSI and National Communications System (NCS) standards and coordinated with the COR. The Contractor shall not construct any new or place any new entry or egress. All site preparation requirements except those deemed construction by the Government (e.g. wall and ceiling removal and penetration (unless the walls are NOT load bearing), pathways, conduits, etc.) is the sole responsibility of the Contractor. The physical infrastructure/layout of the cable pathway shall be completed by a third party vendor.

The Contractor shall engineer, furnish, install, test and make operational a replacement twisted pair cable (UTP) or fiber cable plant as required for maintenance. The Contractor shall install and test the cable plant system to ensure it meets all the requirements. The Contractor shall provide the test equipment to perform tests. The Contractor shall provide to the COR a complete detailed Acceptance Test Plan and Procedure covering the replacement cable installation within 72 hours of maintenance issue identification. The Acceptance Test Plan and Procedures shall

cover method, expected downtime, schedule, materials, personnel, and order of operations. The COR approval is required for the Contractor's Acceptance Test Plan and Procedure before work can commence. A disapproved Acceptance Test Plan and Procedure shall be revised in accordance with COR recommendations and resubmitted. All corrections and changes must be delineated or otherwise clearly identified to facilitate follow-up review and approval.

The Contractor shall engineer, furnish, install, test and make operational all replacement strands of fiber using an optical time-domain reflectometer (OTDR). All results of the end to end testing shall be furnished to COR prior to acceptance. The end to end loss will not exceed the design parameters based on loop length and must be in accordance with (IAW) industry practice and all telecommunications guidelines. The Contractor shall develop the overall schedule to include planning through detailed engineering, acquisition, installation, cut-over, testing and acceptance for the replacement repair.

Additionally, the Contractor shall meet the testing and acceptance requirements set forth in the specifications in Appendix D for both UTP and fiber optic cable replacements. The Contractor shall make the final operational test of the repaired fiber optic cable system in compliance with industry accepted practices or as detailed elsewhere herein. The Contractor shall be responsible for recording all test data. All test data will be submitted to the COR for approval in the form of a Cable Test Results document. All test and acceptance forms shall be submitted in both hard and soft copy (electronic). Soft copy shall be compatible with Microsoft (MS) Word 7.0a or later or in MS Excel 7.0 or later. The Contractor shall provide Cable Test Results to the COR within 72 hours of cable maintenance or replacement.

The Contractor shall be responsible for maintenance of existing MDF. All Distribution Frame Maintenance/Installation work shall be accomplished in conformance with VA engineering and industry installation practices. Gas tube protection devices are and shall be provided on all circuits and cable pairs serving building distribution frames (BDFs) located in buildings other than the building in which the PBX is located or in any area served by an unprotected distribution system (manhole, aerial, etc.). Replacement installations in these areas under MAC shall conform to the requirements for gas tube protection devices.

The Contractor services for maintenance of cabling of all types shall be consistent with and construed as a normal tour of duty. All cabling maintenance requirements due to emergency or routine maintenance shall be performed by Contractor personnel other than those assigned to onsite maintenance requirements unless agreed to by the COR; that is, onsite technicians shall not be transferred offsite or utilized for cabling activities unless agreed to by the COR.

The Contractor shall document in a Monthly Cable Record Update any changes due to repairs to the physical layout of cable or optical fiber plant performed by the Contractor or VA. If there are none, it also shall be noted in the Monthly Cable Records Updates. The Contractor shall provide all cable updates (Monthly Cable Records Updates) on the 10th day of every month, and no later than 30 days prior to the end of the period of performance the Contractor shall provide a Summary Cable Update Report for that period.

Deliverables:

- A. Acceptance Test Plan and Procedure
- B. Cable Test Results
- C. Monthly Cable Records Updates
- D. Summary Cable Update Report

5.5.3 SUBSTITUTION

The Government acknowledges that from time to time some of the contracted equipment may not be readily available or may be permanently out of production. The Contractor may require a one (1) - time permanent substitution for software and hardware replacement items. Such requests must be made in writing to the COR and the following conditions met:

- a. The replacement item(s) must meet or exceed all manufacturer specifications.
- b. The replacement item(s) must be acceptable to the Contracting Officer or COR.
- c. The replacement item(s) must be approved in writing by the Contracting Officer or COR.

5.5.4 DOWNTIME

With the exception of Emergency Maintenance Calls, the Contractor shall plan scheduled downtime, upgrades, and any other disruption to the VS to occur during non-duty hours. Any scheduled downtime must be scheduled with the on-site Telecommunications Manager 30 days in advance through the COR. If advance scheduling is not possible, the Contractor shall provide three (3) days written advance notice and obtain approval by the Facility Chief Information Office (FCIO), through the COR, before system shut down can occur.

5.5.5 EMERGENCY MAINTENANCE CALL

The following events are defined as critical events and any critical event will require an emergency maintenance call response:

- a. VS Failure or User trouble in Emergency Health Care Facilities; i.e., cardiac arrest teams, intensive care units (ICU), Emergency/Operating rooms, etc.

- b. Failure of the VS Common Control system, power supply, signals generating unit, one or both central processing units (CPU).
- c. Failure or User trouble of the Attendant console, Central Answering Position, or Attendant Telecommunication Devices and or any Computer Telephony Interfaces (CTI).

After receipt of an emergency maintenance call for a critical event, if not already on premises, a technician shall be on premises within two (2) hours and have initiated troubleshooting and repair. Once repairs are initiated, work will continue until completed. NOTE: Work Load History is provided under Appendix F – Emergency Maintenance.

If the PBX failure cannot be totally corrected within six (6) continuous maintenance work hours, the Contractor shall provide an alternate PBX at the failed facility, equipped for a minimum of 100 main station lines, 16 Central Office (CO) trunks, two (2) Primary Rate Interface (PRI) access lines and two (2) operator consoles. This alternate system shall be operational within 24 hours and shall provide emergency service to critical areas identified by the COR and coordinated with the VA site Director or his representative. The alternate system shall remain in place until the failed PBX is repaired, fully functional, and installed in operations.

When requested by the COR in response to major cable or PBX failure, the Contractor shall create a Cut-Over Plan to be submitted to the COR with the proposal for restoration. The Contractor shall commence cut-over after COR approval of the Cut-Over Plan. After a successful cut-over and prior to final acceptance by the COR of the cut-over, two (2) sets each of “As-Built” prints shall be delivered to the COR. These “As-Built” prints shall be in both hard copy (2 sets), and soft copy (2 sets). Soft copy shall be in AutoCAD 13.

The Contractor shall be responsible for providing on hours and after hours support for all emergency service outages. If the Contractor determines a failure event is caused by a third-party issue, the Contractor shall notify the COR. If after hours support is required to remediate a failure, the Contractor shall inform the COR that emergency after hours support is required within 12 hours of event detection. The Contractor is not responsible for notifying third-party Points of Contacts. However, in the event that the service outage is due to telephone company/third party issues, the Contractor is still responsible for covering its staff emergency after hours support.

The Contractor shall make every reasonable attempt to make personal contact with designated Government officials when the Contractor determines a failure event. A list of designated Government contacts will be provided upon contract award.

All trouble tickets will be generated and tracked by Remedy or a similar VA-utilized repair order tracking system.

The Contractor shall provide the COR an After Action Report within eight hours of resolution to emergency maintenance events. The After Action Report shall include a statement of the problem and all actions taken to resolve the problem. In addition, Emergency Maintenance calls, actions and resolutions shall be documented in the Monthly Progress Report.

Deliverables:

- A. Cutover Plan
- B. "As-Built" Prints
- C. "After Action" Report

5.5.6 ROUTINE MAINTENANCE CALL

A fault event that does not qualify as critical shall be addressed as a routine maintenance call. After receipt of a routine maintenance call, the Contractor shall initiate troubleshooting and repair within 24 hours. Once repairs are initiated, work will continue until completed. NOTE: Work Load History is provided under Appendix F – Routine Maintenance.

The Contractor shall troubleshoot the VS hardware, software, and communications/ancillary equipment to determine the best method of repair. If problems are found, the Contractor shall notify the COR with coordination with the site Telecommunications Manager and continue corrective measures until the problem is resolved. The total number of trouble tickets per Health Care System shall be recorded in the CPSMR. Any repair items that may include cable, connectors, jacks, wall plates and patch panels shall meet TIA/EIA 568A standards.

All trouble tickets will be generated and tracked by Remedy or a similar VA-utilized repair order tracking system.

5.5.7 PREVENTATIVE MAINTENANCE SERVICE

The Contractor shall perform preventative maintenance services in accordance with the preventative maintenance procedures and checklists defined by the manufacturer of the VS or the manufacturer of the VS peripheral product. NOTE: Work Load History is provided under Appendix F – Programming Changes. The Contractor shall provide a detailed Preventative Maintenance Schedule which identifies all preventative maintenance tasks to be conducted for the VS and peripheral products.

Record keeping shall be maintained and kept updated of all required preventative maintenance tasks in the switch room logbook, noting normal or abnormal conditions.

The COR, in coordination with the VA Quality Assurance (QA) point of contact (POC), will review all maintenance tasks (corrective, follow-on, preventive, etc.) and the record keeping data on a quarterly basis with the Contractor.

The Contractor shall document in the CPSMR all activities related to OEM manufacturer's routine and preventative maintenance schedule for the VS including battery backup system activities.

All trouble tickets will be generated and tracked by Remedy or a similar VA-utilized repair order tracking system.

Deliverables:

A. Preventive Maintenance Schedule

5.5.8 BATTERY BACKUP SYSTEM MAINTENANCE

The Contractor shall monitor the battery backup system and provide required maintenance to include load, amperage, and voltage testing of each battery. NOTE: Work Load History is provided under Appendix F – Routine Maintenance. The Contractor shall provide replacement parts for any and all components of the power system, including batteries, if the power system and or battery backup systems fail.

The Contractor shall record all instrument measurements, including battery readings required by the battery backup system manufacturer procedures. The Contractor shall provide a Battery Quarterly Progress Report on the battery backup system to the COR. Battery Quarterly Progress Reports shall note observed normal and abnormal conditions. All instrument measurements, including battery readings required by the battery backup system manufacturer or procedures, are to be recorded. The report shall include Voltage, Amperage, and Hydrometer and general state noting any abnormal conditions.

Deliverable:

A. Battery Quarterly Progress Report

5.6 FOLLOW ON SERVICE

5.6.1 INVENTORY MANAGEMENT

All VS components and peripherals are inventory-accountable. The Contractor shall develop and maintain sufficient inventory controls of all software licenses, hardware, and peripherals. The Contractor shall inventory all telephone system equipment with the presence of a Telecommunications Manager and deliver an Inventory Management Report on a monthly basis.

The monthly Inventory Management Report shall also include recommendations to VS upgrade components including OEM equipment-associated software, e.g., end of life or expiration.

Deliverable:

A. Inventory Management Report

5.6.2 MOVES, ADDS & CHANGES (MAC)

The VS equipment may require relocating additions or changes within the facilities due to movement of personnel or workstations. NOTE: Work Load History is provided under Appendix F – Moves, Additions, and Programming Changes. The Telecommunication Manager shall notify the Contractor of MAC to be done, and the Contractor shall initiate services within three (3) working days after receipt of VA notification. The Contractor shall complete the follow-on MAC services within three (3) business days of notification. The Contractor is not responsible for hardware needed to perform MAC; the VA will provide all hardware needed to perform MAC.

The Contractor services for cabling due to MAC shall be performed by Contractor personnel assigned to onsite maintenance requirements unless agreed to by the COR; that is, onsite technicians shall not be transferred offsite or utilized for MAC cabling activities unless agreed to by the COR.

All MAC calls will be generated and tracked by Remedy or a similar VA-utilized repair order tracking system. MAC service calls, action and resolutions shall be documented in the CPSMR.

5.6.3 SYSTEM IMPROVEMENTS

The Contractor shall identify and recommend technological advances, changes, or other improvements to the VS that will improve system efficiency, reduce required maintenance or otherwise lower costs to the facilities. The Contractor shall make recommendations for application upgrades to the COR.

Efforts associated with this activity shall be reported in the CPSMR.

5.7 SYSTEM BACKUP

All system data shall be the responsibility of the Contractor and must be protected from disaster loss by maintaining a copy of system backups at another VA location approved by the COR. The Contractor shall perform PBX system/working file backups and restorations on a weekly basis or when software revisions or major changes are made in order to protect from loss of systems and data. Backups shall be stored off-site (as identified by the on-site Telecommunications Manager)

as well as to a VA network drive. Any loss from Contractor negligence shall be corrected by the Contractor at no cost to VA. The Contractor shall analyze, identify, and correct local problems within the backup system.

5.8 TRAINING AND USER SUPPORT

The Contractor shall provide on the job training demonstrations for the employees of the BPVAHCS on all VS and VA owned CS, upon request from the BPVAHCS Telecommunications Manager or his/her designee. The training shall be conducted one-on-one as needed, and in a classroom setting quarterly with up to 25 people. This training shall take place upon written request from the BPVAHCS Telecommunications Manager or his/her designee. Onsite classrooms will be provided by VA, approximately up to 25 attendees per session. The Contractor shall deliver to VA OEM-provided Training Materials and User Manuals.

Deliverables:

- A. Training Materials
- B. User Manuals

5.9 EQUIPMENT AND/OR SOFTWARE MONITORS

The Government may choose to augment the VS system to examine or measure the activity within the VS and/or equipment room. Historically such activities occur semiannually.

Devices such as equipment monitors, which may require physical connection to the system, and devices such as software monitors to aid in system analysis, are examples of such Government augmentation devices. The Contractor may not prohibit the installation of such devices unless the particular device will cause significant or permanent damage to the system. The Contractor shall assist the Government in identifying and locating device connections, but will not be responsible for monitor installation. Efforts associated with this subtask shall be reported in the CPSMR.

5.10 CERTIFICATE OF MAINTAINABILITY

At such time as the task order is terminated, expires contractually, or upon request by the Contracting Officer or designee at any time, the Contractor shall issue, within five (5) working days, a "Certificate of Maintainability" for any or all equipment acquired and maintained under this contract.

The Certificate shall state that preventative maintenance in accordance with the specifications of the OEM has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest) commits that it would assume maintenance of the equipment (or the OEM certifies that the equipment is eligible

for maintenance) (including but not limited to repair or inspection charge) if such maintenance were assumed effective the date after the Contractor's performance ceases.

Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this requirement, or should any equipment fail to perform in accordance with the certification for any reason, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level. The Contractor shall be liable for cost of maintenance from the date after the Contractor's performance ceases until a period of 30 days after. This shall include replacement of the PBX.

Deliverable:

A. Certificate of Maintainability

5.11 OPTIONAL TASK 1: INSTALLATION

The Contractor shall provide installation and testing for VA scheduled and approved VS expansions located within the Bay Pines VAHCS Northern tier (See Appendix A). Scheduled expansions include:

1. One (1) NEC Survivable Remote Media Gateway Controller (SRMGC) to be hosted off the existing NEC SV8500 located at Franklin/Templeton, 140 Fountain Parkway, Suite 130, St. Petersburg FL 33716. The SRMGC 50 port configuration will include a Media Gateway (MG), Media Converter (MC) Card: SCA-4LC2C0TA.
2. One (1) NEC SV 8300 capable of supporting 100 internet protocol (IP) and 50 Analog stations, primary rate interface (PRI) trunking, peer to peer Common Channel Inter-Office Signaling (CCIS) back to the VAHCS Bay Pines, 10000 Bay Pines Blvd, Bay Pines FL 33744.

The Contractor shall document the installed VSs in the CPSMR. The Government shall provide all hardware/software for this task at time of installation. Installation shall be completed within 40 hours of the Government exercising the option.

Support services shall apply to these new installations as described in paragraphs 5.2 through 5.10 of this PWS.

6.0 GENERAL REQUIREMENTS

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

The C&A Requirements do not apply and a Security Accreditation Package is not required.

6.1.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
Low	National Agency Check with Written Inquiries (NACI) A NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate	Moderate Background Investigation (MBI) A MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High	Background Investigation (BI) A BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

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

	Position Sensitivity and Background Investigation Requirements		
<u>Task Number</u>	<u>Low/NACI</u>	<u>Moderate/MBI</u>	<u>High/BI</u>
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

6.1.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations. 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 must be compatible with the following: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.3 PERFORMANCE METRICS

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

Performance Objective	Performance Standard	Acceptable Performance Levels
1. Technical Needs	Shows understanding of requirements Efficient and effective in meeting requirements Meets technical needs and mission requirements Offers quality services/products	Satisfactory or higher
	Telephone System Operation. The telephone system performance of reliability is 99.99% in each year of maintenance.	Total cumulative down time per year is less than .88 hours.
2. Project Milestones and Schedule	Quick response capability Products completed, reviewed, delivered by due date 100% of the time Notifies customer in advance of potential problems	Satisfactory or higher
3. Project Staffing	Currency of expertise Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
	Emergency Response Time. Contractor initiate emergency PBX repairs on-site within two (2) hours of notification.	100% of all occurrences per year Performance Assessment

Performance Objective	Performance Standard	Acceptable Performance Levels
	Routine Response Time. Contractor initiate routine PBX repairs on-site within twenty-four (24) hours of notification	95% of all occurrences per contract year
	Follow-on Service. Contractor provides follow-on service within five (5) working days of written receipt, completion as specified in work order	95% of all occurrences per contract year.
	Troubleshooting and Repair. All telephone stations are working properly	No more than 2 customer complaints monthly.
	Preventive Maintenance. Contractor performs all preventive maintenance according to PBX, battery system and any other ancillary equipment manufacturer defined schedule.	All maintenance tasks performed according to preventative maintenance schedule.
4. Value Added	Provided valuable service to Government Services/products delivered were of desired quality	Satisfactory or higher
	Training and User Support. All users have adequate training to effectively use their telephone instruments.	No more than 2 customer complaints monthly.

Performance Objective	Performance Standard	Acceptable Performance Levels
	Inventory Management. All telephone system(s), accessories, and peripherals are accounted for	No more than 1 customer complaints monthly.

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

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

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

VA will provide access to VA specific systems/network as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG), site-to-site VPN, or VA Remote Access Security Compliance Update Environment (RESCUE)). This remote access will provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses. The Contractor shall utilize Government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The

Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010.

All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements refer to ADDENDUM A and ADDENDUM B.

6.5 GOVERNMENT FURNISHED PROPERTY

The Government shall provide pertinent equipment inventory and Bayface Layouts of hardware and software in the systems covered under this PWS.

The Government shall provide work load history by task type and location for systems covered under this PWS. The Government will provide Plant Drawings for those sites where available.

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

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

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

A2.0 VA Enterprise Architecture Compliance

The applications, supplies, and services furnished under this contract must comply with One-VA Enterprise Architecture (EA), available at <http://www.ea.oit.va.gov/index.asp> in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards,

and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

A2.1. VA Internet and Intranet Standards:

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

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

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

A5.0 Confidentiality and Non-Disclosure

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

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

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA 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.

ADDENDUM B

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

B1. GENERAL

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

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

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

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

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

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

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

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

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

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

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

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

Not applicable.

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

Not applicable.

B6. SECURITY INCIDENT INVESTIGATION

- a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.
- b. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.

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

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

B7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- 1) Nature of the event (loss, theft, unauthorized access);
 - 2) Description of the event, including:
 - a) date of occurrence;
 - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
 - 3) Number of individuals affected or potentially affected;
 - 4) Names of individuals or groups affected or potentially affected;
 - 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
 - 6) Amount of time the data has been out of VA control;
 - 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
 - 8) Known misuses of data containing sensitive personal information, if any;
 - 9) Assessment of the potential harm to the affected individuals;
 - 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
 - 11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- 1) Notification;
 - 2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 - 3) Data breach analysis;

- 4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- 5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- 6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B8. SECURITY CONTROLS COMPLIANCE TESTING

Not applicable.

B9. TRAINING

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

- 1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems;
- 2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;
- 3) Successfully complete *VHA Privacy Policy Training* if Contractor will have access to PHI;
- 4) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- 5) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access

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

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

APPENDIX A

Northern Tier Sites

1. VAHCS Bay Pines, 10000 Bay Pines Blvd, Bay Pines FL 33744
2. Franklin/Templeton, 140 Fountain Parkway, Suite 130, St. Petersburg FL 33716
3. PFS/BOS Largo, 8550 Ulmerton Road, Largo FL 33771
4. Palm Harbor CBOC, 35209 US Hwy 19 North, Palm Harbor FL 34684
5. Clearwater Veterans Center, 29259 US Hwy 19 North, Clearwater FL 33761
6. St. Petersburg Veterans Center, 6798 Crosswinds Drive North, St. Petersburg FL 33710
7. St. Petersburg CBOC, 840 MLK Street North, St. Petersburg FL 33705
8. Sarasota CBOC, 5682 Bee Ridge Road, Suite 100, Sarasota FL 34233
9. Sarasota Veterans Center, 4801 Swift Road, Suite A, Sarasota FL 34231
10. Bradenton CBOC, Morgan Johnson Office Park, 5530 S.R. 64, Bradenton FL 34208
11. *Anticipated Readjustment Counseling (RCS) leased location in August 2013, St. Petersburg, FL*
12. *Anticipated OIT Field Office (OIFO) leased location in March 2014, St. Petersburg, FL*

Southern Tier Sites

13. Cape Coral, 2489 Diplomat Parkway East, Cape Coral FL 33909
14. Naples CBOC, 2685 Horseshoe Drive South, Suite 101, Naples, FL 34104
15. Naples Veterans Center, 2705 Horseshoe Drive South, Suite 204, Naples, FL 34104
16. Fort Myers Veterans Center, 4110 Center Point Drive, Unit 204, Fort Myers FL 33916
17. Sebring CBOC, 5901 US Hwy 27 South, Sebring FL 33870
18. Port Charlotte CBOC, 4161 Tamiami Trail, Suite 401, Port Charlotte FL 33592

APPENDIX B

Current equipment and environment for Bay Pines VAHCS to be serviced by this contract include:

A. VAMC Bay Pines (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC UNIV2400 IPX-UMG, 50-106 Version R27	1
NEC SN 716 Operator Console	6
NEC 2400 IPX/UMG Alarm Panel	2
Liberty HD 1260 Gel Cell Battery	24
Excel Tech 1000 Watt DC to AC Inverters	4
C&D Sageon DC Power Plant	1
C&D Modular Rectifier Unit, 48VDC	8
NEC UM8500 Voicemail Cluster, 64 IP Ports	2
NEC Integrated ACD 200 Agent Internal ACD System	1
NEC Global Navigator System, Multi Node, Revision 7.2	1
NEC QueWorX System, 8 Port Analog, Version 5.2	1
NEC MA4000 Centralized PBX Mgmt System, Ver 10.3.0	1
NEC MTS Call Accounting Server, Version 9.7.3	1
DVS Analytics, Encore Voice Recorder, 120 Port License	1
TFB Post Call Survey Advanced, CTI Server, 24 Port	1
NEC OW5000 UCE Server w/UA5200, MC550, & UC700	1
UCE Server with "911" Notification Modules	1
Klaxon Horn	6

VA118-13-R-0261

Elevator Phone, auto ring-down	12
Telephone, Digital	1787
Telephone, Digital (VoIP)	225
Telephone, Analog	2826
Telephone, Analog Speaker Phone	391
Telephone, Conference (Polycom)	32
EESCO Armored Tamper Proof Telephone	4
GAI-Tronics Isolation Barrier Unit Intrinsically-Safe Telephone	1
Kentrox CSU	14
Kentrox CSU/DSU	10

B. VAHCS Bay Pines “Contingency” Call Control Server (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version R7	1
Telephone, Digital	60
Telephone, Analog	40

C. Franklin Templeton OIT, ORM, ORC, DEMO (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8500 Voice Server, Version S3	1
VRLA Batteries, 157 Ah	8
Sageon Double Fused Rectifier Units, 48VDC	3
SMIX48, 48VDC Power Shelf	1
50 Amp CEMF Voltage Limiter to 52V	1

Telephone, Digital	243
Telephone, VoIP	12
Telephone, Analog	82
Telephone, Analog Speaker Phone	74

D. Port Charlotte CBOC (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version R7	1
Telephone, Digital	29
Telephone, Analog	49
Kentrox CSU/DSU	1

E. Naples CBOC (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version R7	1
Telephone, Digital	26
Telephone, VoIP	12
Telephone, Analog	28
Kentrox CSU/DSU	1

F. Bradenton CBOC (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version R7	1
Telephone, Digital	31

Telephone, Analog	56
Kentrox CSU/DSU	1

G. Sarasota CBOC (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version R7	1
Telephone, Digital	40
Telephone, Analog	60
Kentrox CSU/DSU	1

H. St. Petersburg CBOC (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version R7	1
Telephone, Digital	26
Telephone, Analog	24
Kentrox CSU/DSU	1

I. Palm Harbor CBOC (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version R7	1
Telephone, Digital	29
Telephone, Analog	40
Kentrox CSU/DSU	1

J. VAOPC Cape Coral (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8500 Voice Server, Version S6	1
NEC UA5200 Operator Console	3
DC Battery Plant	1
DC to AC Inverter	1
DC Power Plant	1
Modular Rectifier Unit, 48VDC	4
NEC UM8500 Voicemail Cluster, 32 IP Ports	2
NEC Integrated ACD 100 Agent Internal ACD System	1
NEC QueWorX System, 8 Port Analog, Version 4.0	1
NEC OW5000 UCE Server w/UA5200, MC550, & UC700	1
UCE Server with "911" Notification Modules	1
Klaxon Horn	4
Elevator Phone, auto ring-down	4
Telephone, Digital	250
Telephone, Digital (VoIP)	12
Telephone, Analog	25
Telephone, Analog Speaker Phone	382
Telephone, Conference (Polycom)	10
Kentrox CSU	2
Kentrox CSU/DSU	2

K. VAOPC Cape Coral “Contingency” Call Control Server (see Bay Face layout

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8100 Voice Server, Version R7	1
Telephone, Analog PFT	15

L. Largo Financial Services Office, PFS, BOS (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC 2000 IPS, Version R10	1
Kentrox CSU/DSU	1
Telephone, Digital	62
Telephone, Analog	94

M. Sebring CBOC (see Bay Face layout)

<u>DESCRIPTION</u>	<u>QUANTITY</u>
NEC SV8300 Voice Server, Version S6	1
Telephone, Digital	20
Telephone, Analog	18
Kentrox CSU/DSU	2

N. St. Petersburg Veteran’s Center

<u>DESCRIPTION</u>	<u>QUANTITY</u>
Telephone, VoIP	15
MC2A Media Converter	1

O. Sarasota Veteran's Center

<u>DESCRIPTION</u>	<u>QUANTITY</u>
Telephone, VoIP	15
MC2A Media Converter	1

P. Fort Myers Veteran's Center

<u>DESCRIPTION</u>	<u>QUANTITY</u>
Telephone, VoIP	15
MC2A Media Converter	1

Q. Clearwater Veteran's Center














<u>DESCRIPTION</u>	<u>QUANTITY</u>
Telephone, VoIP	15
MC2A Media Converter	1

R. Naples Veteran's Center

<u>DESCRIPTION</u>	<u>QUANTITY</u>
Telephones, VoIP	12

APPENDIX C

The Bay Face Layout for Individual Sites

					
VAHCS Bay Pines UNIV2400 IPX-UMG B SV8500 Bayface.pdf	Franklin Templeton SV8500 Bayface.pdf				
					
		Bradenton CBOC SV8300 Bayface.pdf	Naples CBOC SV8300 Bayface.pdf	Palm Harbor CBOC SV8300 Bayface.pdf	
					
Port Charlotte CBOC SV8300 Bayface.pdf	Sarasota CBOC SV8300 Bayface.pdf	Sebring CBOC SV8300 Bayface.pdf	St. Petersburg CBOC SV8300 Bayface.pdf	VAHCS Bay Pines Contingency SV8300	Largo PFS 2000 IPS Bayface.pdf
					
Lee County SV8100 Power Fail Bayface 12-04-12.xlsx	Lee County SV8500 12-04-12.xlsx				

APPENDIX D

The information contained in Appendix D shall not be construed as an authorization for the Contractor to perform any work beyond the scope of that required by Section 5.5.2 of the PWS. Cable installation tasks performed by the Contractor shall conform to the standards specified in Appendix D. Installation of cable shall be in accordance with accepted EIA/TIA, BICSI and NCS standards and coordinated with the COR. The Contractor shall not construct any new or place any new entry or egress. All site preparation requirements except construction (i.e. penetrations, pathways, conduits) are the sole responsibility of the Contractor. The physical infrastructure/layout of the cable pathway shall be completed by a third party vendor.

CABLING AND QUAD DROP SPECIFICATIONS:

The Contractor shall conform to the requirements of ICEA Publications S-80-576-1988 (Ref.B1.6) as to size, color and installation for any replacement cable (outside plant, inside riser, and station cabling) provided during the performance of the maintenance services required in the Performance Work Statement.

A5.1. INSIDE CABLE PLANT:

All new cable shall be labeled on each end in accordance with EIA/TIA 568A and 606 standards.

1. Standards:

The Contractor shall perform all telecommunications, maintenance, testing and labeling in compliance with the following standards and specifications:

- a. TIA/EIA 568A, "Commercial Building Wiring Standards"
- b. TIA/EIA 606, "Labeling and Marking of Telecommunications Cable and Infrastructure"
- c. National Electrical Code (NEC), NFPA 70 2008.
- d. Bay Pines VAHCS Site Preparation and Cabling Requirements Construction Standard, see Attachment A
- e. Section number 16744 Copper Communications Network.
- f. PG18-10 Electrical Design Manual – April 2009

2. Cable Termination Methods:

Installation and termination methods and procedures shall conform to the requirements of TIA/EIA 568A unless specified otherwise. Any method other than 66 type termination must be approved by the COR, through coordination with the telecommunications manager or designee prior to installation.

3. Labeling and Marking:

The marking and labeling of all installed cable shall conform to TIA/EIA-606 requirements and guidelines.

Cable labeling and station labeling shall be in accordance with the labeling plan outlined in the specifications. Should a labeling plan not be provided to the Contractor, the Contractor shall label all cables according to the EIA/TIA 606 standard. The markings shall be unambiguous and the use of marking pens is not permissible.

4. Installation of Twisted Pair and Fiber Cables:

All cable and wiring work to be performed in support of site-specific requirements shall include all labor, wire closet backboards, hole drilling, terminals, blocks, connectors, wire support rings, and all other hardware, supplies, and tools as necessary to cause the stations and/or cable to be installed in accordance with the specifications and methods specified in the most recent issue of the Building Industry Consulting Services International (BICSI) *Telecommunications Distribution Methods Manual*, installation practices and procedures.

All horizontal cable shall be routed and attached per the Building Industry Consulting Services International (BICSI) *Telecommunications Distribution Methods Manual* installation practices and procedures.

If any local, state, or federal regulatory code conflicts with the BICSI requirements or, VA PG18-10 Electrical Design Manual – April 2009 the regulatory code shall prevail.

At cut over, the Contractor shall be responsible for providing all data cross-connect patch cables at the closet end. A minimum 10-foot service loop shall be provided at all termination locations. The 10-foot loop shall be that loop which is available after all termination activity is performed. Additionally, a 10-foot service loop shall be left in all manhole locations.

5. Cable Distribution System and Sizing:

The Contractor shall utilize the site location's existing manholes and conduits except as noted by the COR. The Contractor shall install all fiber optic patches, jumpers, and other material at each facility to make the system completely operational. Exception: Patch cables are not to be provided at the station (drop) locations. The Contractor shall only replace existing hardware necessary to return the PBX system to a fully operational state. The Contractor shall not construct any new or place any new entry or egress. All site preparation requirements except construction are the sole responsibility of the Contractor.

6. Building Distribution and Wiring System

Inside cable shall consist of enhanced data grade cable and/or optical fiber cable for inside the buildings as required in the Cable Plant Specifications. All cable, connectors, jacks, wall plates and patch panels shall meet TIA/EIA 568A standards.

7. Materials and Equipment

Materials and equipment shall be commercially available products, shall be the manufacturer's latest design, and meet or exceed EIA/TIA 568A standards. All cable and cable-related materials furnished by the Contractor shall be new and meet current industry standards. No obsolete material or items no longer supported by the manufacturer shall be used in the installation. A manufacturer's label or nameplate shall be secured to each major item or equipment or stenciled on cable.

8. Horizontal Cable

All horizontal cable shall be three (3) pair, Category 6 (CAT 6) unshielded twisted pair (UTP) cable, unless specified otherwise by the COR, through coordination with the onsite Telecommunications manager and shall be compliant with TIA/EIA 568A requirements for cable. The cable shall meet NEC requirements as a plenum grade cable. The cable shall be stenciled, at regular intervals throughout its entire length, with both Category 6 and NEC plenum designations. The cable shall be UL tested to meet EIA/TIA 568A requirements. Plant Drawings for each facility state approximately how many four (4)-cable Category 6 drops are required. Less cable may be required for locations that require voice connectivity only, such as wall phones. Due to this uncertainty, the Contractor should verify drawings and consult with facility local interface personnel for those exact locations that require less than three (3) cables.

Note: Due to existing infrastructure, Category 5, 5e, 6 may be in existence. Category 6 UTP cable shall be utilized unless specified otherwise by facility personnel or the onsite Telecommunications manager.

9. Patch Panel

The Contractor shall equip each telecommunications room/equipment room that serves as a horizontal wiring distribution location with data termination/patch panels for each horizontal data cable run. Each patch panel shall be Category 6, RJ45; EIA/TIA 568A, UTP four (4) pair such that cabling does not egress fire barriers where plenum cabling or Rural Development Utilities Program (RDUP) cable may be required. In such cases 4 pair 23 Gauge American Wire Gauge (AWG) Cat 6 communications plenum (CMP) shall be utilized and in cases where fire code and/or NFPA 70 requires, cabling shall be encased in existing fire rated Metal Clad (MC) or equivalent. In such cases where existing infrastructure does not meet fire code or NEC requirements the contractor shall notify the site Telecommunications Manager prior to any maintenance work proceeding. Patch panels shall be UTP Cat 6, 48 port, and/or OR-851000304, 24 port panels.

Note: The manufacturer's nomenclature is for representational purposes only. All materials must be approved prior to installation by COR through coordination with facility personnel.

The patch panel shall be of a modular design to allow the flexibility to connect a network circuit directly to any equipment circuit. Patch panels may be rack or wall mounted, as required. If rack mounted, fiber and copper patch panels may be installed in the same rack.

Fiber optic patch panels must be provided for all fiber optic cable terminations. Fiber optic patch panels shall be modular and provide adequate space for storing cable slack and for accommodating cable routing and fastenings. Modular patch panels with RJ45 type jacks (meeting EIA/TIA 568A standards) connected to Category 6 approved connecting blocks shall be installed.

Note: The above is indicative of replacement wiring; Category 6 will be utilized unless specified otherwise by the COR, through coordination with the onsite Telecommunications Manager.

10. Building Entrance Conduit/Duct

The entrance conduit shall extend from the equipment room/area as available through the building structure and through the building's exterior wall. The entrance conduit shall then extend either a minimum of five (5) feet out from the building or beyond surface obstructions such as parking lots, equipment platforms, sidewalks, etc., to the nearest manhole/handhold for underground plant, or to a pole for each aerial plant. Building entrance conduit shall be no less than two (2) – four (4)" conduit. Type shall be determined by facility personnel.

11. Building Entrance Cables

All entrance cabling must be provided with a building entrance protection (BEP) or building underground protection (BUP) type National Electrical Manufacturers Association (NEMA) approved enclosure. The enclosure may be equipped with 710 or MS2 input configuration. This enclosure must be equipped with switch grade gas discharge tube fail-short protection. The protector modules shall consist of five (5) pin protectors. The BEP shall exceed the number of terminations in the enclosure. A fusible link shall be maintained at the BEP or BUP enclosure.

12. Distribution Cable Type 2

Unless specified otherwise by the COR, through coordination with the Telecommunications Manager or designee, the following copper distribution cable shall be used as a minimum; Copper distribution shall be ANMW-100 for inter or intra-building construction. RDUP may be substituted in certain applications on approval of the Telecommunications Manager or designee. No filled cable or type substitution will be permitted without prior written approval of the Telecommunications Manager or designee. Compliance shall be IAW (RDUP) 7 CFR 1755.390 (RUS PE-39), (Bellcore) specification GR-421-CORE

13. Fiber Distribution Cable Type

Unless specified otherwise by the COR in writing, through coordination with the local area network (LAN) Manager, Telecommunications Manager or designee the following fiber distribution cable shall be used as a minimum; 24 strand riser 50 um (multi-mode). This cable must be compliant with TIA-598, ICEA S-104-696, optical fiber, nonconductive, plenum cable (OFNP) and Flame Test 6 (FT-6) (plenum), optical fiber, nonconductive, riser (OFNR) and FT-4 (riser) as a minimum. All fiber terminations shall use a straight tip (ST) type connection in an approved metallic NEMA type fiber optic interface unit (FOIU) enclosure. Unless specified otherwise by the LAN Manager, Telecommunications Manager or designee in writing the termination shall be Rack mounted on a standard 23 inch frame. No wall mounting is approved unless previously authorized in writing. Entrance of cabling will be augmented with a compression type grommet, front mounted jumper management, and includes adapter panels for 48 Lucent connector (LC), 24 subscriber connector (SC) or 24 ST terminations. Under no circumstances will 62.5 and 50 um strand be spliced without prior approval by the LAN Manager, Telecommunications Manager or designee in writing

14. General Considerations

- a. Cable installation shall also include a pull string (mule tape or similar). Ten (10) foot service loop shall be placed in ceiling above cable management rack and securely

fastened IAW industry standards.

- b. Any underground cable placement is meant to be continuous and unbroken. All underground copper cable placed shall be as a minimum: type ALMW. Upon building entrance, cable must be placed in metallic conduit or raceway. Any splices, closures, and termination in underground plant must be approved and be given final inspection by the COR through coordination with the Providence VAMC telecommunications manager.
- c. All underground fiber cable placements will meet as a minimum the provisions of item # 3 above, with the exception of cable type.
- d. All fiber cable placements must be approved by the COR through coordination with the Bay Pines VAHCS Telecommunications Manager and the Bay Pines VAHCS LAN manager for type, size and scope of project. Inner duct is a requirement in underground cabling. Substitution of rigid fiber rated for underground applications must be approved prior to placement in lieu of inner duct.
- e. Telephony cables and fiber network cabling shall be separated and run in separate conduit/raceways.
- f. Any exposed fiber cables must be enclosed in metallic conduit/raceway. In the event of horizontal and vertical building runs plenum type may be substituted only if delineated by a fiber termination and given prior approval by the COR through coordination with the Telecommunications Manager.
- g. Termination shall be in accordance with provided dimensional detail to be determined and or manufacturers' specifications. Any modifications must be approved by COR through coordination with the Bay Pines VAHCS Telecommunications Manager.
- h. Last pair in each 25 pair complement shall be pigtailed with two (2) foot slack and neatly secured to preclude any interference with working conductors.
- i. After cable placement, a fire and vapor retardant duct plug must be installed inside any entrance conduit, plenum, vertical risers, fire suppression areas, and the telecommunications closet. Type must be non-corrosive and meet with all municipal, state and federal fire code regulations. Fire stopping materials must also be placed around perimeter of conduit and cabling as per aforementioned regulations.
- j. Cable placement in basement must be done with approved and suitable hangers IAW industry and local practices. All cable placement must be in approved metallic

conduit where stipulated per VA, NEC, State, or local code practice.

- k. Cable placement in basement and termination shall be no more than two (2) feet from telecommunications primary network interface (PNI) if applicable. Only IRM staff or VA designee shall determine other suitable location in areas of conflict. COR must be notified of all determination before proceeding.
- l. Terminations shall be adjacent. Each pair of each complement shall have slack neatly wrapped and/or tucked into block so not as to cause any interference with working conductors. Substitutions shall only be made with approval by COR through coordination with VA IT and telecommunications personnel.
- m. Cable group separation shall be maintained neatly IAW industry standards.
- n. All service drops shall be Category 6 24 AWG plenum rated wire as a minimum. The service drops shall consist of one yellow, one white, one blue, and one green color coded service drop to correspond to the four (4) port jack installation. Each color designation will terminate on a Category 6 rated 48 port high density patch panel. All color designations will be grouped categorically together and separated by a wire management system.
- o. The cable/wire termination rack shall be grounded to an isolated building ground. The minimum conductor size shall be #6 AWG solid grounds. It shall be attached to a suitable and acceptable grounding means IAW industry standard, NEC, VA, TIA/EIA 568A local, state and federal standards. The Contractor shall verify and make available a suitable ground attachment at the delineation point. In areas of conflict the most stringent regulation shall apply. The ground shall be unbroken and securely fastened, following the route of the cable as conditions permit. In the telecommunications closet, the ground wire shall follow the route of the cable as conditions permit, and also be unbroken. The ground shall be bonded to the ladder rack and grounded to the patch panel frame with a suitable means to preclude electrolysis. The attachment to the ladder rack and frame must not use any clamps or devices that may be detached inadvertently.
- p. All entrance cable must be provided with suitable high voltage protection IAW industry standard, NEC, VA, TIA/EIA 568A local, state and federal standards. This high voltage protection must provide a fusible link (at the protector) generally assumed to be a gauge change at the point of protection. If the cable entrance exceeds 125 feet, an insulated joint must also be additionally provided. All bonding and grounding must also meet as a minimum the aforementioned requirements. The

high voltage protection system must also prevent against "sneak" current as well as sealing current.

- q. All fiber terminations supplied by the Contractor shall be new and meet or exceed EIA/TIA 568A, VA or NEC standards. Fiber termination trays / Light Interface Units (LIUs) shall be approved by COR through coordination with the VA telecommunications and IT personnel prior to installation.
- r. All riser/entrance conduits shall be as a minimum 4" Electrical Metallic Tubing (EMT) type as a minimum. Where code or requirements dictate otherwise, 4" rigid metallic conduit shall be used. In no instance shall Polyvinyl chloride (PVC) type or similar be accepted. All cable/wire placements in conduit shall conform as a minimum to NEC, VA, and TIA/EIA 568A local, state and federal standards.
- s. In those cases where the Contractor is responsible for materials it will be the Contractor's responsibility to guarantee 100% quality and conformance reliability. Should there be any defects in materials and or nonstandard, NEC, VA, TIA/EIA 568A local, state the Contractor shall correct the defect and assure full conformance in writing as per contractual obligations.
- t. In those cases where the Contractor is responsible for materials, all materials supplied by the Contractor shall be new and meet or exceed EIA/TIA 568A, VA or NEC standards. In the event of any material substitution, a written sign-off must be given to the Contractor by the VA project manager or his/her designee prior.
- u. All wire runs must be uniformly bundled per color scheme and wire management on the ladder rack to and including termination shall be properly secured with appropriate cable fasteners IAW industry standards.
- v. All quad (service drops) plates will consist of one yellow, one blue, one white, and one green port consistently installed in color scheme.
- w. All service drops shall be enclosed in a metallic raceway when on an exposed surface
- x. All telecommunications / IT closets will be equipped with as a minimum two (2) separate quad-plex receptacles each on a dedicated isolated circuit. They are to be located no more than six (6) feet from the telecommunications / IT frame rack. Also a separate and dedicated isolated 240 /208 volts alternating current power (VAC) wall mounted disconnect housed in a NEMA type enclosure rated at a minimum of 60 Amps.

- y. Any telecommunications / IT closet must be equipped with redundant heating, ventilation, and air conditioning (HVAC) and humidity control as required by VA regulation. The HVAC and humidity control must allow for remote monitoring by Bay Pines VAHCS personnel.
- z. It is expected that all contractors and vendors will conduct housekeeping during and upon completion of work. No materials shall be placed in or near the telephony equipment once installed.
- aa. It is understood by the Contractor that the above representations or materials are not all inclusive and are to be used as a guideline for minimum standards. Any deviations from industry best practice must be brought to attention of the COR.

Substitutions in the above representative materials may be made only with the prior written approval of the VAMC Telecommunications Manager and COR. The Telecommunications Manager or COR cannot modify the terms and conditions or make any financial representations on behalf of the VAMC. All matters pertaining to any fiduciary changes can only be administered by the COR.

A6.0 OUTLET JACKS/STATION CABLE:

- a. All new voice and data jacks requested under MAC shall be Category 6-compliant or Facility compliant Category 6 eight (8) positions RJ-45 non-keyed (EIA/TIA 568A) unless identified otherwise by the VA telephone manager at the site. Three (3) unshielded twisted pair 24 AWG station wiring shall be installed for each jack (in accordance with EIA/TIA 568A Standard "T568A" and EIA/TIA 606) to the telecommunication closet and shall be of a type designed to support Level Five (5) data communications (not less than 100 MHz/100 Mbps).
- b. All new outlets shall be quadplex jacks with a quadplex flush mounted faceplate unless identified otherwise by the VA telephone manager at the site. For new surface mounted installations the Contractor shall provide outlet boxes and wire molding. The top two (2) RJ-45 inserts are designated for voice applications only and are a different color to distinguish them from the data jacks. The bottom two (2) jacks are designated for data. New outlets shall follow this same scheme.
- c. New station wiring for telephone jacks under MAC shall meet the requirements in this subparagraph. At the telecommunication closet, the station wiring for the telephone jack is terminated on Category 6-compliant RJ-45, eight (8)-wire, 66 type modular patch panels, which are dedicated to voice applications, unless identified otherwise by the VA telephone manager at the site. The telephone station wiring is a different color to distinguish it from the data wiring. Wire management shall be

- provided for cross-connects/patch management. Color-coding of the jacks, cables and labeling at each Intermediate Distribution Frame (IDF) and MDF conform to the EIA/TIA 606 standard.
- d. New station wiring for data jacks under MAC shall meet the requirements in this subparagraph. At the Telecommunication closet, the station wiring for the data jacks is terminated on appropriately sized Category 6-compliant RJ-45, eight (8)-wire, 66 type modular patch panels unless identified otherwise by the VA telephone manager at the site. Wire management shall be provided for cross-connects/patch management. Color coding of the jacks, cables and labeling at each IDF and MDF conform to the EIA/TIA 606 standard.
 - e. New wall telephone instruments under MAC shall meet the requirements in this subparagraph. Wall telephone instruments are installed on a single wall mounted Category 6-compliant RJ-45. At the wire closet, all four (4) pairs are terminated on Category 6-compliant RJ-45, eight (8)-wire, 66 type modular patch panels, which are dedicated to voice applications unless identified otherwise by the VA telephone manager at the site.
 - f. All new installation work shall be in conformance with VA engineering and industry installation practices.
 - g. Refer to Appendix B

Note: due to existing infrastructure Category 5, 5e or 6 may be in existence. Category 6 UTP cable shall be utilized unless specified otherwise by facility personnel or the onsite Telecommunications manager.

Note: each facility requirement may vary from site to site. As such the facility Telecommunications Manager shall determine the specific requirements for that site.

FIRE WALL/SMOKE BARRIER POLICIES AND PROCEDURES

In no way, whatsoever, is construction permitted under this contract. The Contractor shall comply with the following codes and procedures as applicable for non-construction work performed.

FIRE WALL/SMOKE BARRIER PERMITS

As previously stated, the information contained in Appendix D shall not be construed as an authorization for the Contractor to perform any work beyond the scope of that required by Section 5.5.2 of the PWS. The Contractor shall not construct any new or place any new entry or egress. All site preparation requirements except those deemed construction by the Government

(e.g. wall and ceiling removal and penetration (unless the walls are NOT load bearing), pathways, conduits, etc.) is the sole responsibility of the Contractor. The physical infrastructure/layout of the cable pathway shall be completed by a third party vendor. Installation of cable shall be completed in accordance with the fire wall and smoke barrier standards contained in NFPA 101, Chapter 8.

1. PURPOSE

To establish policy and procedures regarding penetrations in ceilings, floors, pipe chases, fire walls, and smoke barriers for the purpose of maintaining the integrity of the Type II-222 construction as required in NFPA 101, Chapter 8 and the Joint Commission to provide for the safety of occupants during fire incidents. (The equivalent Construction Type per ICC Building Code is Type 1B).

2. POLICY

All penetrations made in floors, fire barriers, and smoke partitions for the purpose of installation/removal of pipe, conduit, cable, ductwork or other modifications including incidental damage, or the removal of such items, will be repaired and fire-stopped upon the completion of the work, and documented as repaired. This policy applies to all vertical and horizontal penetrations and to all medical center staff and contractors.

3. DEFINITIONS

- a. Penetrations are any holes, openings, or faults created in a fire barrier or smoke partition that compromises the integrity of the smoke or fire rating of the penetrated structure.
- b. Fire stopping materials are any materials used to replace or repair any penetrations. Materials used must meet specifications and tested assemblies by Factory Mutual (FM) or Underwriters Laboratory (UL) that ensure the original integrity and rating of the penetrated surface will be restored.
- c. Fire barriers are floor/ceiling assemblies, and walls, including supporting construction, that meet the conditions of acceptance of NFPA 251, Standard Methods of Tests of Fire Endurance of Building Construction and Materials. Fire barriers are designed to form fire compartments and are constructed to be continuous from outside wall to outside wall, floor to floor or ceiling, from one fire barrier to another or a combination thereof, including continuity through concealed spaces.
- d. Smoke barrier is a continuous membrane designed and constructed to restrict the movement of smoke. Smoke barriers are designed to form smoke compartments and are constructed to be continuous from outside wall to outside wall, floor to floor or ceiling,

from one fire or smoke barrier to another or a combination thereof, including continuity through concealed spaces.

- e. Submittals are manufacturer's literature, data, installation instructions, and detail drawings for each type of penetrating item and the construction of the barrier it is passing through, indicating the type of fire-stopping and/or smoke stopping material used. Manufacturer's details shall indicate the listing number given by FM, or UL for each fire-stopping system. Alternate submittals can be a Certified Laboratory test report for ASTM E 814 test of systems not listed by FM or UL. (ASTM E814 is the Standard Test Method for fire tests of through penetration fire stops). Another type of submittal is a written Manufacturer's Engineering Judgment, derived from a similar UL system, that a modified design meets the required protection level of a UL listed test.
- f. Products used are either factory built fire-stop devices or field erected through penetration fire-stop systems to form a specific listed fire-stop system that will maintain the required integrity of the fire or smoke barrier and stop the passage of gases or smoke. Through penetration fire-stop systems and fire-stop devices, tested in accordance with ASTM E814 or UL1479 use the "F" or "T" rating to maintain the same rating and integrity as the fire barrier being sealed. "T" ratings are not required for penetrations smaller than or equal to 4 inch nominal pipe or 16 square inches over all cross sectional area. Products requiring heat activation to seal an opening by its intumescence shall exhibit a tested and demonstrated ability to function as designed to maintain the fire or smoke barrier. Fire stop sealants used for fire-stopping or smoke sealing shall have the following properties:
 - (1) Contain no flammable or toxic solvents;
 - (2) Have no dangerous or flammable out-gassing during the drying or curing of products;
 - (3) Water resistant after drying or curing and unaffected by high humidity, condensation or transient water exposure;
 - (4) When used in exposed areas, shall be capable of being sanded and finished with similar surface treatments as used on the surrounding wall, ceiling or floor surface, and
 - (5) Materials shall be asbestos free.
- g. Fire stopping system or devices used for penetrations by glass pipe, plastic pipe or conduits, unenclosed cables, or other non-metallic materials shall have the following properties:
 - (1) Classified for use with the type of penetrating material used, and be asbestos free.
 - (2) Penetrations containing loose electrical and/or computer data cables and other non-metallic communication cables shall be protected using fire-stopping systems that allow unrestricted cable changes without danger to the seal.

- (3) Intumescent products which would expand to seal the opening shall act as a fire, smoke, toxic fume and water sealant.
- (4) Products used shall have maximum flame spread of 25 and smoke development of 50 when tested in accordance with ASTM E84 and shall be FM or UL rated or tested by an approved laboratory in accordance with ASTM E814.

4. PROCEDURES

a. Prior to performing any fire-stopping, submit for approval all product data drawings and installation instructions, as required by “Submittals” after examining the Contract Documents and performing an on-site careful examination of the areas to receive fire-stopping. If there is any doubt about the location of fire or smoke rated partitions, request or refer to information contained in the current Statement of Condition (SOC) drawings that are available in the Facilities Management Service (FMS) office. In all cases when a ceiling, floor, wall or partition designated as a fire or smoke barrier is compromised for the purpose of installation, repair, or other modification, the following steps are required:

- (1) All penetration contracted work, including Information Resource Management (IRM) projects, is to be submitted and approved by Facilities Management Service’s Project Manager of FMS Maintenance & Operations or the Safety Manager.
- (2) A penetration permit must be secured from a FMS Project Manager or FMS Maintenance & Operations Supervisor prior to disturbing the integrity of any wall or floor/ceiling barrier. The permit must be available for inspection at the subject location. (See Attachment A).
- (3) Provide temporary fire-stopping, smoke seal and waterproofing of all penetrations in smoke and fire rated floor and wall assemblies immediately following core drilling or cutting if permanent work and fire-stopping measures will follow at a later time.
- (4) Where penetrations are created in existing floors and/or partitions, they shall be temporarily fire-stopped by the close of construction each day. In the case of major projects requiring the prolonged existence of floor and/or partition openings, temporary fire-stopping shall be provided at the end of each work day. Temporary fire-stopping may constitute a single layer of fire rated gypsum board secured in place over the opening or mineral fiber may be placed in the opening. Fiber thickness shall be sufficient to meet or exceed the inherent fire resistance rating of the building material being penetrated and shall be secured in place with non-combustible material or fasteners.

- (5) After the final work is completed, the penetration must be fire-stopped according to the submitted and approved UL or FM listed trough penetration fire-stopping materials or system that meet the original smoke barrier or fire rated construction requirements.
- (6) Upon completion of any penetration repair, a visual inspection for approval shall be requested from and completed by a FMS Project Manager or FMS Maintenance & Operations Supervisor.
- (7) After completion of the field inspection, the completed permit will be signed by the Contractor/Installer and the inspecting FMS Project Manager or FMS Maintenance Supervisor. That signed document shall then become the official Document or Record and be distributed as indicated on the Permit Form.

5. RESPONSIBILITY

- a. It is the responsibility of the Project Section/FMS Maintenance/Safety to ensure that penetration permits are issued and final inspections are conducted. Any deficiencies found remaining will be discussed with the COR and remedied by the fire-stop installer.
- b. Chief, Facilities Management Service is responsible for ensuring that any VA Medical Center staff making penetrations into fire and/or smoke barriers shall secure penetration permits prior to beginning work, properly fire-stop the wall/ceiling/floor penetration, and sign off the permit after inspection and completion of the work.
- c. Contractors are responsible for assuring that they properly fire stop any penetrations that they made in ceiling, floor, pipe chases, fire rated walls, and smoke barriers in accordance with submitted and approved fire-stop materials and/or systems.
- d. Contracting Officer Representatives (COR's) are responsible for ensuring that all Contractors and FMS personnel adhere to this policy during construction, renovation or demolition activities, including pulling electrical and/or data cables. The COR is also responsible for verifying that all holes and penetrations made during the construction activities are properly sealed. The COR is also responsible for ensuring that this memorandum is properly inserted in applicable Contracts and Work Orders issued by Facilities Management Service.

6. REFERENCES

NFPA 101, Chapter 8, dated 2009.

APPENDIX E

Workload Quantity Estimates

The estimated workload data for the Medical Center and its associated facilities is listed below and has been broken down into Emergency Maintenance Calls, Routine Maintenance Calls and Follow On Service calls which has been subdivided into wiring, moves, additions and changes. Currently each site reports work load statistics in a slightly differently format. These figures are best estimates compiled from existing data and shall not be construed as actual quantities. It should be noted that specifications in each site's existing maintenance contract may be unique to that specific site and consolidation into a single contract may result in varied workload statistics for individual sites.

Additionally, the Government anticipates facility growth during the contract period, with an addition of five (5) new buildings on the main campus (Bay Pines VAHCS). This is expected to result in an increase to the port count by an estimated 1,000 additional ports at the Bay Pines VAMC and an estimated 500 additional ports at Bay Pines VAHCS.

The Government also anticipates adding two (2) leased locations during the period of performance as follows:

1. August 2013 – RCS will move into a leased space in St. Petersburg, FL supporting 10 to 15 employees;
2. March 2014 –OIFO will move into a leased space in St. Petersburg, FL supporting 100 employees and a data center.

1. Bay Pines VAMC 10,000 Bay Pines Blvd, Bay Pines FL 33744

Work Classification	Total Quantity Per Month
Emergency Maintenance	4
Routine Maintenance	200
Wiring Installations	25
Moves	50
Additions	50
Programming Changes	121

2. Franklin/Templeton, 140 Fountain Parkway, Suite 130, St. Petersburg FL 33716

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	15
Wiring Installations	0
Moves	2
Additions	2
Programming Changes	5

3. Patient Financial Services (PFS)/Business Office (BOS) Largo, 8550 Ulmerton Road, Largo FL 33771

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	3
Wiring Installations	1
Moves	1
Additions	1
Programming Changes	8

4. Palm Harbor CBOC, 35209 US Hwy 19 North, Palm Harbor FL 34684

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	14
Wiring Installations	1
Moves	1

VA118-13-R-0261

Additions	1
Programming Changes	2

5. Clearwater Veterans Center, 29259 US Hwy 19 North, Clearwater FL 33761

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	2
Wiring Installations	1
Moves	0
Additions	0
Programming Changes	1

6. St. Petersburg Veterans Center, 6798 Crosswinds Drive North, St. Petersburg FL 33710

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	2
Wiring Installations	1
Moves	0
Additions	0
Programming Changes	1

7. St. Petersburg CBOC, 840 MLK Street North, St. Petersburg FL 33705

Work Classification	Total Quantity Per Month
Emergency Maintenance	1

VA118-13-R-0261

Routine Maintenance	11
Wiring Installations	1
Moves	1
Additions	1
Programming Changes	5

8. Sarasota CBOC, 5682 Bee Ridge Road, Suite 100, Sarasota FL 34233

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	14
Wiring Installations	1
Moves	1
Additions	1
Programming Changes	2

9. Sarasota Veterans Center, 4801 Swift Road, Suite A, Sarasota FL 34231

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	2
Wiring Installations	0
Moves	0
Additions	1
Programming Changes	1

10. Bradenton CBOC, Morgan Johnson Office Park, 5530 S.R. 64, Bradenton FL 34208

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	8
Wiring Installations	1
Moves	1
Additions	1
Programming Changes	7

11. Cape Coral, 2489 Diplomat Parkway East, Cape Coral FL 33909

Work Classification	Total Quantity Per Month
Emergency Maintenance	8
Routine Maintenance	50
Wiring Installations	10
Moves	10
Additions	10
Programming Changes	62

12. Naples CBOC, 2685 Horseshoe Drive South, Suite 101, Naples, FL 34104

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	9
Wiring Installations	1
Moves	1

VA118-13-R-0261

Additions	1
Programming Changes	12

13. Naples Veterans Center, 2705 Horseshoe Drive South, Suite 204, Naples, FL 34104

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	1
Wiring Installations	0
Moves	0
Additions	1
Programming Changes	2

14. Fort Myers Veterans Center, 4110 Center Point Drive, Unit 204, Fort Myers FL 33916

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	1
Wiring Installations	0
Moves	0
Additions	1
Programming Changes	2

15. Sebring CBOC, 5901 US Hwy 27 South, Sebring FL 33870

Work Classification	Total Quantity Per Month
Emergency Maintenance	1

VA118-13-R-0261

Routine Maintenance	6
Wiring Installations	1
Moves	1
Additions	1
Programming Changes	5

16. Port Charlotte CBOC, 4161 Tamiami Trail, Suite 401, Port Charlotte FL 33592

Work Classification	Total Quantity Per Month
Emergency Maintenance	1
Routine Maintenance	15
Wiring Installations	1
Moves	1
Additions	2
Programming Changes	5

APPENDIX F

Bay Pines Site ID Listing

Site ID	Location	City	Type of Equipment
000023399-004	Bay Pines VAHCS - VA-HCS-OPC-Bradenton	Bradenton	SV8300
000023399-002	Bay Pines VAHCS - VA-HCS-OPC-Sara	Sarasota	SV8300
000023399-005	Bay Pines VAHCS - VA-HCS-OPC-St Pete	St Petersburg	SV8300
000106650-001	VA-HCS Bay Pines - VA-HCS-Bay Pines Bld 2 Rm.200	Bay Pines	SV8300
000106650-001	VA-HCS Bay Pines - VA-HCS-Bay Pines Bld 2 Rm.200	Bay Pines	QWX - Bay Pines / GNAV
000106650-001	VA-HCS Bay Pines - VA-HCS-Bay Pines Bld 2 Rm.200	Bay Pines	MA4000
000106650-001	VA-HCS Bay Pines - VA-HCS-Bay Pines Bld 2 Rm.200	Bay Pines	UM8500 - Bay Pines
000106650-001	VA-HCS Bay Pines - VA-HCS-Bay Pines Bld 2 Rm.200	Bay Pines	UCE 2011 R2 License
000106650-001	VA-HCS Bay Pines - VA-HCS-Bay Pines Bld 2 Rm.200	Bay Pines	Encore
000106650-001	VA-HCS Bay Pines - VA-HCS-Bay Pines Bld 2 Rm.200	Bay Pines	MTS
000046031-002	VA-HCS Bay Pines - VA-HCS-FranklinTempleton	St Petersburg	SV8500
000032791-001	VA-HCS-OPC-CAPE CORAL	CAPE CORAL	SV8500
000032791-001	VA-HCS-OPC-CAPE CORAL	CAPE CORAL	OW5000
000032791-001	VA-HCS-OPC-CAPE CORAL	CAPE CORAL	UM8500
000032791-001	VA-HCS-OPC-CAPE CORAL	CAPE CORAL	QWX - Lee County
000023399-003	VA-HCS-OPC-PALM HARBOR	PALM HARBOR	SV8300
000094257-001	VAMC Bay Pines-Naples/ Colier County	Naples	SV8300
000094190-001	VAMC Bay Pines-Port Charlotte	Port Charlotte	SV8300
000094188-001	VAMC Bay Pines-Sebring	Sebring	SV8300

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2012
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

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

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

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

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

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

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

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

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

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

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

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

☐ (11) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

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

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

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

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

☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).

☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

- [X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- [X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

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

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

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

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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 42 months.

(End of Clause)

C.5 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be--

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No.

_____.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.8 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) *Definition.* For the Department of Veterans Affairs, "Veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Veteran" is defined in 38 U.S.C. 101(2).

(b) *General.* (1) Offers are solicited only from veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible veteran-owned small business concerns.

(d) A joint venture may be considered a veteran-owned small business concern if:

(1) At least one member of the joint venture is a veteran-owned small business concern, and makes the following representations: That it is a veteran-owned small business concern, and that it is a small business concern under the NAICS code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation; and

(4) The joint venture meets the requirements of 13 CFR 125.15(b), except that the principal company may be a veteran-owned small business concern or a service-disabled veteran-owned small business concern.

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

(End of Clause)

C.9 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 Florida. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.10 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through

the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

(End of Clause)

C.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 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)

C.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-

12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

C.13 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

C.14 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012

(End of Provision)

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (DEC 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"--

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

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

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No

Country of Origin

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as

domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[] TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont

Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.8 52.233-3 SERVICE OF PROTEST (SEPT 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 Mark R. Junda, 260 Industrial Way West, Eatontown, NJ 07724.

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

(End of provision)

E.9 BASIS FOR AWARD

A. 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 three following evaluation Factors: Technical, Price, and Past Performance. The Technical Factor is significantly more important than the Price Factor, which is slightly more important than the Past Performance 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 significantly 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.

B. FACTORS TO BE EVALUATED

1. TECHNICAL

2. PRICE

3. PAST PERFORMANCE

C. EVALUATION APPROACH - All proposals shall be subject to evaluation by a team of Government personnel. 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.

c. Completeness - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

2. PRICE EVALUATION APPROACH.

The Government will evaluate offers by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

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 whose subcontract is for more than 20% 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 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 in PPIRS when evaluating past performance.

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.

E.10 PROPOSAL SUBMISSION INSTRUCTIONS

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 four volumes. The Volumes are I -Technical, II – Price, III – Past Performance, and IV – Solicitation, Offer & Award Documents, Certifications & Representations. Files shall not contain classified data. The use of hyperlinks in proposals is prohibited. File sizes shall not exceed 100MB. The web address for the VOA site is <https://www.voa.va.gov/>. Offerors will be required to be registered users on the VOA website in order to submit proposals. Once they are registered, vendors 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 VA118-13-R-0261 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. Please be advised that timeliness is determined by the date and time an Offeror's proposal is received by the Government not when an Offeror attempted transmission. 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" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 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 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. 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. All proprietary information shall be clearly and properly marked. 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 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.

b. File Packaging. All of the proposal files may be compressed (zipped) into one 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	Tech.pdf	30
Volume II	Price	Price.xls	None
Volume III	Past Performance	PastPerformance.pdf	None
Volume IV	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.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) Proof of being a current NEC Authorized Associate.
- 2) The Offeror's proposed approach to successfully executing Performance Work Statement (PWS) sections 5.2, 5.3, 5.5, 5.6, and 5.11. This shall include the staffing approach and a description of how the number of technicians and the certification skill level mix as described in paragraph 4.2 will be optimized and distributed to provide the most efficient coverage for the facilities within the BPVAHCS requiring VS services. Security clearance considerations regarding issues such as employee clearances and timeliness of those clearances shall also be addressed as required in PWS paragraphs 6.1.1 and 6.1.2.

(ii) VOLUME II– PRICE FACTOR. The Offeror shall complete the Schedule of Supplies/Services of the solicitation.

(iii) VOLUME III – PAST PERFORMANCE FACTOR. Offerors shall submit a list of **all** Government and commercial prime contracts, task/delivery orders, and/or major subcontracts in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include telephone system maintenance and follow-on services similar in scope to those in the PWS and similar in number of sites supported as in the PWS.

Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections and may be altered as necessary for commercial contracts only:

(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) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

(c) Government's technical representative/COR, 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 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.

VOLUME IV - SOLICITATION, OFFER AND AWARD

DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 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 (SF1449) and Acknowledgement of Amendments, if any.

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.