

[illegible]

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS	5
B.1 CONTRACT ADMINISTRATION DATA	5
B.1 GOVERNING LAW CLAUSE	6
B.2 SOFTWARE LICENSE, SOFTWARE MAINTENANCE AND SOFTWARE TECHNICAL SUPPORT	7
B.3 PRICE SCHEDULE	9
B.4 PERFORMANCE WORK STATEMENT	10
1.0 BACKGROUND.....	11
2.0 APPLICABLE DOCUMENTS.....	11
3.0 SCOPE OF WORK.....	14
4.0 PERFORMANCE DETAILS	14
4.1 PERFORMANCE PERIOD	14
4.2 PLACE OF PERFORMANCE	15
4.3 TRAVEL	15
5.0 SPECIFIC DELIVERABLES AND TASKS.....	15
5.1 PROJECT MANAGEMENT	15
5.1.1 KICKOFF MEETING	15
5.1.2 TRANSITION REQUIREMENTS	16
5.1.3 CONTRACTOR PROJECT MANAGEMENT PLAN.....	16
5.1.4 REPORTING REQUIREMENTS	17
5.1.5 PROGRAM PROGRESS REVIEWS	18
5.1.6 ADDITIONAL REPORTING.....	18
5.1.6.1 EMERGING TECHNOLOGY REPORTS	18
5.2 GENERAL REQUIREMENTS.....	18
5.2.1 VOICE PLANS OVERVIEW.....	18
5.2.2 TEMPORARY INTERNATIONAL COVERAGE	19
5.3 VOICE PLAN REQUIREMENTS FOR SMARTPHONES AND BASIC PHONES	19
5.3.1 FEATURES FOR BASIC PHONE PLANS ONLY.....	19
5.4 DATA PLANS OVERVIEW.....	20
5.4.1 DATA PLAN REQUIREMENTS FOR SMARTPHONES, MIFI, AND TABLETS 20	
5.4.2 DATA PLAN FOR MACHINE TO MACHINE (M2M) ONLY	21
5.4.3 MIFI HOTSPOT DEVICE REQUIREMENTS	22
5.5 SEED STOCK.....	22
5.6 TEXT MESSAGE ARCHIVING – OPTIONAL TASK	22
5.7 STANDARD ACCESSORIES.....	22
5.7.1 OTHER ACCESSORIES.....	23
5.8 VOICE AND DATA COVERAGE.....	23
5.8.1 RURAL HEALTH MISSION AND RURAL COVERAGE REQUIREMENTS..	23
5.8.2 END USER ADJUSTMENTS.....	24
5.9 OUTAGE NOTIFICATIONS.....	24

5.10	EMERGING TECHNOLOGIES.....	25
5.11	TECHNOLOGIES REFRESH.....	25
5.11.1	FUTURE TECHNOLOGIES OVERVIEW.....	25
5.12	DEVICE RECYCLING/E-CYCLE.....	26
5.13	EMERGENCY RESPONDER NETWORKS.....	26
5.13.1	NATIONAL EMERGENCY WIRELESS SERVICES.....	26
5.13.2	NATIONAL WIRELESS PRIORITY SERVICE.....	26
5.13.3	PUBLIC SAFETY NETWORK.....	26
5.13.4	INTERNET OF THINGS (IoT) SOLUTIONS AND WEARABLES.....	27
5.14	WARRANTY.....	27
5.15	ACTIVATIONS.....	27
5.16	DEVICE/EQUIPMENT & USER PHONE NUMBER LISTING.....	27
5.17	ADDITIONAL MOBILE DEVICES AND/OR TABLETS (OPTIONS FOR INCREASED QUANTITIES).....	28
5.18	MANAGEMENT PORTAL AND REPORTING.....	28
5.18.1	PORTAL DATA AND REPORTING.....	28
5.18.2	CONTRACT LEVEL MONTHLY USAGE REPORTS.....	29
5.18.3	ON DEMAND REPORTS.....	29
5.19	TAXES AND FCC CHARGES.....	30
6.0	GENERAL REQUIREMENTS.....	30
6.4	ENTERPRISE AND IT FRAMEWORK.....	30
6.4.1	VA TECHNICAL REFERENCE MODEL.....	30
6.4.2	FEDERAL IDENTITY, CREDENTIAL, AND ACCESS MANAGEMENT (FICAM).....	30
6.4.3	INTERNET PROTOCOL VERSION 6 (IPV6).....	31
6.4.4	TRUSTED INTERNET CONNECTION (TIC).....	32
6.4.5	STANDARD COMPUTER CONFIGURATION.....	32
6.4.6	VETERAN FOCUSED INTEGRATION PROCESS (VIP) AND PRODUCT LINE MANAGEMENT (PLM).....	32
6.4.7	PROCESS ASSET LIBRARY (PAL).....	33
6.4.8	AUTHORITATIVE DATA SOURCES.....	33
6.4.9	SOCIAL SECURITY NUMBER (SSN) REDUCTION.....	34
6.5	SECURITY AND PRIVACY REQUIREMENTS.....	34
6.5.1	POSITION/TASK RISK DESIGNATION LEVEL(S).....	34
6.5.2	CONTRACTOR PERSONNEL SECURITY REQUIREMENTS.....	35
6.6	METHOD AND DISTRIBUTION OF DELIVERABLES.....	37
6.7	PERFORMANCE METRICS.....	37
6.8	SHIPMENT OF HARDWARE OR EQUIPMENT.....	38
	ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED.....	40
	ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE.....	45
	SECTION C - CONTRACT CLAUSES.....	58
C.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	58

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022).....	58
C.3 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)	67
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...	68
C.5 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)	68
C.6 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)	70
C.7 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)	70
C.8 VAAR 852.219-76 SUBCONTRACTING PLANS MONITORING AND COMPLIANCE (JUL 2018)	71
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS.....	72
Attachment A – VA Facilities EMDS 2.0 - 36C10B22R0118.....	72
Attachment B - Price Schedule EMDS 2.0 - 36C10B22R0118.....	72
Attachment C – Small Business Subcontracting Plan EMDS 2.0 - 36C10B22R0118.....	72
SECTION E - SOLICITATION PROVISIONS.....	73
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	73
E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)	73
E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	75
E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)	76
E.5 52.216-1 TYPE OF CONTRACT (APR 1984)	93
E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)	93
E.7 BASIS FOR AWARD.....	94
E.8 PROPOSAL SUBMISSION INSTRUCTIONS.....	95

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: TBD

b. GOVERNMENT:

Contracting Officer 36C10B
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown NJ 07724

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly invoicing upon acceptance of services. Invoices shall only include service charges for activated devices.

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

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

AMENDMENT NO	DATE

B.1 GOVERNING LAW CLAUSE

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto, as permitted by FAR 12.212. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this clause shall prevail. The Contractor shall deliver to the Government all data first produced under this Contract/Order with unlimited rights as defined by FAR 52.227-14. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ) in accordance with 28 U.S.C. § 516; at the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by modification (Standard Form 30) and shall only be made by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.2 SOFTWARE LICENSE, SOFTWARE MAINTENANCE AND SOFTWARE TECHNICAL SUPPORT

(1). Definitions.

- a) Licensee. The term “licensee” shall mean the U.S. Department of Veterans Affairs (“VA”) and is synonymous with “Government.”
- b) Licensor. The term “licensor” shall mean the Contractor having the necessary license or ownership rights to deliver license, software maintenance and support of the computer software being acquired. The term “Contractor” is the party identified in Block 17a on the SF1449. If the Contractor is a reseller and not the Licensor, the Contractor remains responsible for performance under this Contract/Order.
- c) Software. The term “software” shall mean the licensed computer software product(s) cited in the Schedule of Supplies/Services.
- d) Maintenance. The term “maintenance” is the process of enhancing and optimizing software, as well as remedying defects. It shall include all new fixes, patches, releases, updates, versions and upgrades, as further defined below.
- e) Technical Support. The term “technical support” refers to the range of services providing assistance for the software via the telephone, email, a website or otherwise.
- f) Release or Update. The term “release” or “update” are terms that refer to a revision of software that contains defect corrections, minor enhancements, or improvements of the software’s functionality. This is usually designated by a change in the number to the right of the decimal point (e.g., from Version 5.3 to 5.4). An example of an update is the addition of new hardware.
- g) Version or Upgrade. The term “version” or “upgrade” are terms that refer to a revision of software that contains new or improved functionality. This is usually designated by a change in the number to the left of the decimal point (e.g., from Version 5.4 to 6).

(2). Software License.

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

(3). Software Maintenance and/or Technical Support.

- a) If the Government desires to continue software maintenance and support beyond the period of performance identified in this Contract/Order, the Government will issue a separate contract or order for maintenance and support. Conversely, if a contract or order for continuing software maintenance and technical support is not received, the Contractor is neither authorized nor permitted to renew any of the previously furnished services.
- b) The Contractor shall provide software support services, which includes periodic updates, enhancements and corrections to the software, and reasonable technical support, all of which are customarily provided by the Contractor to its commercial customers to cause the software to perform according to its specifications, documentation or demonstrated claims.
- c) Any telephone support provided by Contractor shall be at no additional cost.
- d) The Contractor shall provide all maintenance services in a timely manner in accordance with the Contractor's customary practice or as defined in the Performance Work Statement or Product Description. However, prolonged delay (exceeding two business days) in resolving software problems will be noted in the Government's various past performance records on the Contractor (e.g., www.cpars.gov).
- e) If the Government allows the maintenance and support to lapse and subsequently wishes to reinstate it, any reinstatement fee charged shall not exceed the amounts that would have been charged if the Government had not allowed the subscription to lapse.

(4). Disabling Software Code.

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

(5). Manuals and Publications.

Upon Government request, the Contractor shall furnish the most current version of the user manual and publications for all products/services provided under this Contract/Order at no cost.

B.3 PRICE SCHEDULE

The Offeror is required to complete and submit the Government provided Price Schedule found at Attachment B – Price Schedule EMDS 2.0 - 36C10B22R0118 to the Solicitation. Instructions for the Spreadsheet can be found in the Worksheet entitled “Instructions.” This sheet will form the basis of the Price Schedule which will be incorporated into any subsequently awarded contract.

B.4 PERFORMANCE WORK STATEMENT



PERFORMANCE WORK STATEMENT (PWS)

DEPARTMENT OF VETERANS AFFAIRS

Office of Information & Technology

Telecommunications Provisioning Office

Enterprise Mobile Devices and Services (EMDS) 2.0

Date: January 18, 2022
VA-22-00000147
PWS Version Number: 1.0

1.0 BACKGROUND

The Department of Veterans Affairs (VA), Office of Information & Technology (OIT), Development, Security, and Operations (DevSecOps), Solution Delivery (SD) strives to provide high quality, effective, and efficient mobile device services to VA Medical Centers (VAMCs), Community Based Outpatient Clinics (CBOC)s, field and program offices and other remote users that are geographically dispersed throughout the 50 United States (US), District of Columbia, Guam, Saipan, American Samoa, Philippines, and Puerto Rico. These services include the availability of continuous wireless telecommunications services to include data (email), telephone/voice (including voicemail) and/or wireless internet to designated VA staff within the geographic areas identified herein.

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. § 3541-3549, "Federal Information Security Management Act (FISMA) of 2002"
2. "Federal Information Security Modernization Act of 2014"
3. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
4. FIPS Pub 199. Standards for Security Categorization of Federal Information and Information Systems, February 2004
5. FIPS Pub 200, Minimum Security Requirements for Federal Information and Information Systems, March 2006
6. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
7. 10 U.S.C. § 2224, "Defense Information Assurance Program"
8. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
9. Public Law 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006, Title IX, Information Security Matters
10. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
11. VA Directive 0710, "Personnel Security and Suitability Program," June 4, 2010, <https://www.va.gov/vapubs/index.cfm>
12. VA Handbook 0710, Personnel Security and Suitability Program, May 2, 2016, <https://www.va.gov/vapubs/index.cfm>
13. VA Directive and Handbook 6102, "Internet/Intranet Services," August 5, 2019
14. 36 C.F.R. Part 1194 "Information and Communication Technology Standards and Guidelines," January 18, 2017
15. Office of Management and Budget (OMB) Circular A-130, "Managing Federal Information as a Strategic Resource," July 28, 2016
16. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
17. NIST SP 800-66 Rev. 1, An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008

18. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended, January 18, 2017
19. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
20. VA Directive 6500, "VA Cybersecurity Program," February 24, 2021
21. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," February 24, 2021
22. VA Handbook 6500.2, "Management of Breaches Involving Sensitive Personal Information (SPI)", March 12, 2019
23. VA Handbook 6500.5, "Incorporating Security and Privacy into the System Development Lifecycle", March 22, 2010
24. VA Handbook 6500.6, "Contract Security," March 12, 2010
25. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
26. VA Handbook 6500.10, "Mobile Device Security Policy, February 15, 2018
27. VA Handbook 6500.11, "VA Firewall Configuration", August 22, 2017
28. OI&T Process Asset Library (PAL), <https://www.va.gov/process/> . Reference Process Maps at <https://www.va.gov/process/maps.asp> and Artifact templates at <https://www.va.gov/process/artifacts.asp>
29. One-VA Technical Reference Model (TRM) (reference at <https://www.va.gov/trm/TRMHomePage.aspx>)
30. VA Directive 6508, "Implementation of Privacy Threshold Analysis and Privacy Impact Assessment," October 15, 2014
31. VA Handbook 6508.1, "Procedures for Privacy Threshold Analysis and Privacy Impact Assessment," July 30, 2015
32. VA Handbook 6510, "VA Identity and Access Management", January 15, 2016
33. VA Directive and Handbook 6513, "Secure External Connections", October 12, 2017
34. VA Directive 6300, Records and Information Management, September 21, 2018
35. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
36. NIST SP 800-37 Rev 2, Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, December 2018
37. NIST SP 800-53 Rev. 5, Security and Privacy Controls for Federal Information Systems and Organizations, December 2018
38. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, October 26, 2015
39. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 24, 2014
40. OMB Memorandum 05-24, "Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors," August 5, 2005
41. OMB Memorandum M-19-17, "Enabling Mission Delivery Through Improved Identity, Credential, and Access Management," May 21, 2019
42. OMB Memorandum, "Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation," May 23, 2008
43. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011, (NOTE: Part A of the FICAM

Roadmap and Implementation Guidance, v2.0, was replaced in 2015 with an updated Architecture (<https://arch.idmanagement.gov/#what-is-the-ficam-architecture>)

44. NIST SP 800-116 Rev 1, "Guidelines for the Use of Personal Identity Verification (PIV) Credentials in Facility Access," June 2018
45. NIST SP 800-63-3, 800-63A, 800-63B, 800-63C, "Digital Identity Guidelines," updated March 02, 2020
46. NIST SP 800-157, "Guidelines for Derived PIV Credentials," December 2014
47. NIST SP 800-164, "Guidelines on Hardware-Rooted Security in Mobile Devices (Draft)," October 2012
48. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981, "Mobile, PIV, and Authentication," March 2014
49. VA Memorandum, VAIQ #7100147, "Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12)," April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
50. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
51. VA Memorandum "Personal Identity Verification (PIV) Logical Access Policy Clarification," July 17, 2019, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4896>
52. Trusted Internet Connections (TIC) 3.0 Core Guidance Documents, <https://www.cisa.gov/publication/tic-30-core-guidance-documents>
53. OMB Memorandum M-19-26, "Update to the Trusted Internet Connections (TIC) Initiative," September 12, 2019
54. OMB Memorandum M-08-23, "Securing the Federal Government's Domain Name System Infrastructure," August 22, 2008
55. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
56. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
57. Executive Order 13834, "Efficient Federal Operations," dated May 17, 2018
58. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001
59. VA Directive 0058, "VA Green Purchasing Program," July 19, 2013
60. VA Handbook 0058, "VA Green Purchasing Program," July 19, 2013
61. Office of Information Security (OIS) VAIQ #7424808 Memorandum, "Remote Access," January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
62. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103
63. "Veteran Focused Integration Process (VIP) Guide 4.0," January 2021, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>
64. VA Memorandum "Proper Use of Email and Other Messaging Services," January 2, 2018, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
65. "DevSecOps Product Line Management Playbook" version 2.0, May 2021, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4946>

- 66. NIST SP 500-267B Revision 1, "USGv6 Profile," November 2020
- 67. OMB Memorandum M-21-07, "Completing the Transition to Internet Protocol Version 6 (IPv6)," November 19, 2020
- 68. Social Security Number (SSN) Fraud Prevention Act of 2017
- 69. Section 240 of the Consolidated Appropriations Act (CAA) 2018, March 23, 2018
- 70. VA Memorandum "Proper Use of Email and Other Messaging Services", January 2, 2018,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodId=28>

3.0 SCOPE OF WORK

This is an acquisition for cellular and wireless services and devices for VA for providing mobile device and related wireless services to VAMCs, CBOCs, field and program offices and other remote users throughout the 50 United States, District of Columbia, Puerto Rico, Guam, American Samoa, Saipan, and Philippines to include the VA facilities listed in Attachment A - VA Facilities EMDS 2.0 - 36C10B22R0118, as well as outside the United States on a temporary basis. Attachment A will be updated as needed as VA adds and removes locations based on mission needs. Wireless services include voice and text only services (voice phone devices); voice, text, and data services (smartphone devices); and data services (mobile broadband cards, and tablets). The Contractor shall provide all labor, management, tools, materials, and equipment to perform all requirements described herein. The scope of this work shall include the incorporation of emerging technologies over the life of the contract. Currently, the VA Enterprise consists of approximately 120,000 activated mobile devices with the opportunity for future growth. The forecasted rate of growth is 15% per year. Additionally, a high-speed nationwide wireless broadband network dedicated to public safety will be required for emergencies and disaster recovery situations. The scope of this work shall also include ebonding to interface with the VA Electronic Telecom Expense Management System when needed.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance (PoP) shall consist of a six-month base period followed by eight 12-month option periods and one 6-month option period as well as options for increased quantities. The overall PoP shall not exceed 108 months.

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO). If required, the CO may designate the Contractor to work during holidays and weekends.

There are 11 Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, five are set by date:

New Year's Day	January 1
Juneteenth	June 19
Independence Day	July 4
Veterans Day	November 11

Christmas Day

December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Labor Day
Columbus Day
Thanksgiving

Third Monday in January
Third Monday in February
Last Monday in May
First Monday in September
Second Monday in October
Fourth Thursday in November

4.2 PLACE OF PERFORMANCE

Services shall be provided to the VA facilities listed in Attachment A - VA Facilities EMDS 2.0 - 36C10B22R0118.

4.3 TRAVEL

The Government anticipates minimal travel under this effort to perform the tasks associated with the effort, as well as to attend program-related meetings or conferences throughout the PoP. . These costs will not be directly reimbursed by the Government.

5.0 SPECIFIC DELIVERABLES AND TASKS

5.1 PROJECT MANAGEMENT

The Contractor shall provide a dedicated account support team to include an account manager, program manager, 24/7/365 vendor network support.

5.1.1 KICKOFF MEETING

A technical kickoff meeting shall be held within 10 days after contract award. The Contractor shall coordinate the date, time, and location (can be virtual) with the Contracting Officer (CO), as the Post-Award Conference Chairperson, the VA PM, as the Co-Chairperson, the Contract Specialist (CS), and the Contracting Officer's Representative (COR). The Contractor shall provide a draft agenda to the CO and VA PM at least 5 calendar days prior to the meeting. Upon Government approval of a final agenda, the Contractor shall distribute to all meeting attendees. During the kickoff-meeting, the Contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort via a Microsoft Office PowerPoint presentation. At the conclusion of the meeting, the Contractor shall update the presentation with a final slide entitled "Summary Report" which shall include notes on any major issues, agreements, or disagreements discussed during the kickoff meeting and the following statement, "As the Post-Award Conference Chairperson, I have reviewed the entirety of this presentation and assert that it is an accurate representation and summary of the discussions held during the Technical Kickoff Meeting for the EMDS 2.0 requirement." The Contractor shall submit the final updated presentation to the CO for review and signature within 3 calendar days after the meeting. The Contractor shall also work with the CS, the Government's designated note taker, to prepare and

distribute the meeting minutes of the kickoff meeting to the CO, COR, and all attendees within 3 calendar days after the meeting. The Contractor shall obtain concurrence from the CS on the content of the meeting minutes prior to distribution of the document.

Deliverable:

- A. Kickoff Agenda
- B. Kickoff Presentation
- C. Kickoff Meeting Minutes

5.1.2 TRANSITION REQUIREMENTS

If the incumbent Contractor does not secure this contract award, the new Contractor shall have until October 31, 2022, to transition to the new contract. The Contractor shall provide transition support to each site identified. The Contractor shall provide the level of support described below:

1. Should the Contractor be the incumbent provider for the facility, transition may consist only of moving the existing devices and numbers to the new contract account numbers, and no new equipment for devices in service shall be received as part of the transition. Any new devices as part of this contract will be ordered accordingly. Throughout the performance period of the contract, equipment refresh as outlined in these requirements will be coordinated with the individual sites as time and staffing permits, and during equipment refresh, transitions of smartphone operating system (OS) may or may not occur, but will remain within the contracted parameters of the Contractor, all of which will be coordinated with the local VA Telecommunications Provisioning Office (TPO).
2. Should the Contractor not be the incumbent provider for the facility, in order to ensure continuity of services and minimal impact to end users, the Contractor shall provide support services to ensure that transition be fully complete by October 31, 2022. The service delivery points to be awarded on a contract, referenced in Attachment A - VA Facilities, will be identified by the COR after award. The Contractor shall provide a Transition Plan which outlines its approach to transition and should include a phased plan for device replacement, if necessary. The transition shall be coordinated with the primary COR.

Deliverable:

- A. Transition Plan

5.1.3 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that details 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 Contractor shall deliver the CPMP to VA 90 days after contract award. The Contractor shall update and maintain the VA PM approved CPMP throughout the PoP.

Deliverable:

- A. Contractor Project Management Plan

5.1.4 REPORTING REQUIREMENTS

The Contractor shall provide the COR with the reports listed below in electronic form in Microsoft Word and Project formats. The reports shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding Week, Month or Quarter as applicable.

The Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

The Contractor shall provide Monthly Invoice Reports/Bill Review and meetings to review the current billing cycle, which shall occur prior to submission of Monthly Invoices into the VA electronic payment system.

The Contractor shall provide Ad hoc reports for the purpose of responding to such as inquiries as VA leadership requests, Congressional inquiries, etc.

The Contractor shall provide a weekly device count showing number of active devices.

The Contractor shall provide a zero usage report on a quarterly basis showing any device which has not been used in the preceding 90 days.

The Contractor shall provide a zero usage report on a quarterly basis showing any device which has not been used in the preceding 180 days.

The Contractor shall provide a device upgrade list showing all devices that are eligible for upgrade on a monthly basis.

The Contractor shall provide reporting on the number of EPEAT-registered products purchased or leased under this contract, together with the total number of unregistered products purchased. For each piece of equipment sold/leased, EPEAT Registration Status (i.e., Bronze, Silver, Gold or Unregistered) shall be provided by the Contractor on a yearly basis.

Deliverables:

- A. Ad hoc reporting
- B. Monthly Invoice Report- Bill Review (PowerPoint)
- C. Weekly Device Counts - Active Devices
- D. 90- Day zero usage report (Receive monthly)
- E. 180 -Day zero usage report (Receive monthly)
- F. Device Upgrades List (Receive Quarterly)
- G. Electronic Product Environmental Assessment Tool (EPEAT) reporting and compliance (Quarterly).

5.1.5 PROGRAM PROGRESS REVIEWS

The Contractor shall conduct Program Progress Reviews (PPR) for Government personnel at a mutually agreeable facility (can be virtual). The CO, or the COR, will schedule the initial PPR. The first PPR shall occur in Option Period One. Thereafter, PPRs shall occur annually, for the life of the contract. During each PPR, the Contractor shall present provide a PPR presentation that addresses the current status of the Contractor's projects and any outstanding complaints or services.

The Contractor shall provide an PPR Agenda three days prior to the PPR and PPR presentation and meeting minutes three days after the PPR.

Deliverables:

- A. PPR Presentation
- B. PPR Agenda
- C. PPR Minutes

5.1.6 ADDITIONAL REPORTING

5.1.6.1 EMERGING TECHNOLOGY REPORTS

The Contractor shall supply a Monthly Internet of Things (IoT) Technologies Report on any new IoT technologies that come to market for potential VA use related to VA's technology integration, that VA might integrate into the VA network. The IoT Technologies Report shall include New and Emerging Technology the Contractor additions to include anything that may have a positive impact on improving the VA's network connectivity using mobile networks.

Deliverable:

- A. Emerging Technology Report

5.2 GENERAL REQUIREMENTS

The Contractor shall provide one to three options for devices at no additional cost , one generation behind current market offering, that meet the requirements of the RFP. Devices shall be offered with select service plans and shown on the Contractor-provided Management Portal.

5.2.1 VOICE PLANS OVERVIEW

The Contractor shall provide voice plan(s) that shall include Smartphones and Basic Phones with the service plan which shall include the following features:

1. Caller ID display
2. Call waiting
3. Three-way calling
4. Voice and texting capability
5. A minimum standard of 4G or higher to be standard for all devices (Smart phones, basic phones, mobile WiFi (MiFi)
6. Hands free compatible

7. Support WiFi calling
8. Push-to-talk
9. Commercially available ruggedized device

5.2.2 TEMPORARY INTERNATIONAL COVERAGE

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

1. Data usage
2. Roaming or long distance charges
3. Voice mail with message waiting indicator
4. Caller ID
5. Call waiting
6. Three-way calling
7. Call forwarding
8. No answer/busy transfer
9. Text messaging

5.3 VOICE PLAN REQUIREMENTS FOR SMARTPHONES AND BASIC PHONES

The Contractor shall provide voice plans that include the following, for all Smartphones and Basic Phones:

1. Descriptions of the Plans
 - a. Unlimited Voice and Text
 - i. The Contractor shall NOT throttle, or reprioritize, the data for designated essential field staff
 - ii. The Contractor shall always maintain optimal data speeds for the cellular user.
 - b. Group Texting with QWERTY keyboard
 - c. Smart Phone
 - d. Basic Phone
 - e. QWERTY Device
 - f. Out of Warranty Device

5.3.1 FEATURES FOR BASIC PHONE PLANS ONLY

The Contractor shall include, in the voice plans for all Basic Phones only, the following features:

1. No answer/busy transfer.
2. International service shall be blocked on all devices provided. International service shall only be activated on devices upon written request by the COR.
3. Devices shall be eligible for "buddy" upgrades based on upgrade eligibility of other devices on the contract.

4. Devices shall block all toll calls not included in the unlimited minutes plan, including directory assist (e.g., 411), premium rate numbers (e.g., 900 numbers) unless specifically requested in writing from the COR.
5. Devices shall block all International Toll/Long Distance calls from US, unless specifically requested in writing from the COR.

5.4 DATA PLANS OVERVIEW

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

1. All devices provided under this effort shall be on VA's approved devices list, including current market offering devices. VA will provide this list, which will evolve over time as new devices are tested and approved.
2. As applicable, all data devices shall be managed by VA's Mobile Device Management (MDM).
3. The Contractor shall load the latest version of VA's MDM application and any other device standard commercial applications (prior to shipment).
4. All Apple and Android devices shall be enrolled in the Apple and Android Device Enrollment Program (DEP) by the Contractor unless designated by the COR as a test device.
5. International service shall be blocked on all devices provided. International service shall only be activated on devices upon written request by the COR.
6. Visual Voicemail on smartphones shall always be enabled and active.
7. Vibrate alert shall be available for emails and text messages.
8. Ring alert shall be available for emails and text messages.
9. Ability to disable audio recording, video recording, and all recording functionality.
10. Ability to transmit and receive data (e.g., surf the Internet) while conducting a voice session.
11. Devices shall be compatible with email services that employ Advanced Encryption Standard (AES) encryption that is FIPS validated 140-2.
12. Devices shall be retained by VA, except those that are recycled through VA approved recycling program.
13. Ability to install private / internal applications onto the device.
14. Ability to side load applications (i.e., push to VA's device catalog) as needed for iOS or Android.
15. Devices should have full hardware / software support from manufacturer for at least 24 months from date of VA receiving the device including the ability to get the latest software patches from the OS vendor, not necessarily the Contractor or reseller.

5.4.1 DATA PLAN REQUIREMENTS FOR SMARTPHONES, MIFI, AND TABLETS

The Contractor shall include data plans the following features for the smartphones, smartphone hotspot, tablets, and MiFi:

1. Data shall include emails, Internet access, video, Short Message Service (SMS), Multimedia Messaging Service (MMS), Rich Communication Services (RCS), and other data.
2. A data service plan added to a voice service plan. This is defined as a data add-on service plan.
3. Fourth Generation (4G) or higher data rates. Higher means that, when the best available data rates offered to customers in the area of service are higher than 4G, the higher network technology rate shall be provided (5G, 6G, etc.).
4. Custom 5G Data Only - 15GB (Broadband & Hotspots & Tablets).
5. Two to five unlocked device types shall be provided at no additional cost, meeting the requirements defined herein, shall be offered per plan, and shown on the Contractor-provided VA Government website. One device shall be iOS VA Security Technical Implementation Guide (STIG) Approved and one device will be Android VA STIG Approved.
6. The Contractor shall provide 2 devices that are compliant with Section 508, 1194.31 of the Rehabilitation Act.
7. The Contractor shall provide devices that are for inclusion on VA's approved devices list must be submitted to VA for testing at least 45 days prior to the refresh date. At least 30 days prior to submitting devices for testing the Contractor shall notify the CO and COR in writing of the impending device change. Notification shall include at a minimum the specific manufacturer, make and model number of the current device on contract and those of the refresh device. The price of the device(s) added to VA's approved devices list, including support services, shall be equal to or lower than the current contract pricing for the same product.
8. The Contractor shall provide an emergency responder or network priority plans for designated sites and staff.

5.4.2 DATA PLAN FOR MACHINE TO MACHINE (M2M) ONLY

The Contractor shall provide Machine to Machine (M2M) data plans with the following features for the M2M devices:

1. 25GB, 50GB, 100GB, 500GB, and Unlimited Data plans shall be included for M2M devices.
2. M2M plans shall be at a minimum of 4G. If better network technology is available in a service delivery point (SDP) market, the Contractor shall provide the latest technology available.
3. No prioritization, throttling or decrease in speeds at any usage level. Network speeds must remain at the fastest commercial rate possible.
4. Pooling - All M2M data ordered shall be pooled at the contract level.
5. Software updates to devices shall be made over the wireless network.
6. The Contractor shall provide an emergency responder or network priority plans for designated sites and staff.

5.4.3 MIFI HOTSPOT DEVICE REQUIREMENTS

The Contractor shall provide MiFi Hotspot data plans that include MiFi Hotspot Devices with the service plan which shall include the following features:

1. Capable of providing support to five devices at once.
2. Battery power availability of at least 3.5 hours.
3. At least protocol 802.11n based router. If a greater network technology exists, the Contractor will provide the updated equipment.
4. Plans shall be at a minimum of 4G. If better network technology is available in a SDP market, the Contractor shall offer the latest technology available.
5. Existing telephone number portability when transferring to a new device.
6. The Contractor shall provide an emergency responder or network priority plans for designated sites and staff.

5.5 SEED STOCK

Seed stock is identified as new, non-refurbished, non-activated smartphones.

The Contractor shall ensure new devices from seed stock shall be available upon request at a minimum of 5% of the total contract device count. Seed stock devices shall meet the device requirements set forth at PWS paragraph 5.2, General Requirements.

The seed stock pool shall refresh to the full 5% at the beginning of each PoP option period, at no cost to VA, until the devices are activated. (No seed stock to be provided for iPads and M2M devices, basic phones, and MiFi's.)

5.6 TEXT MESSAGE ARCHIVING – OPTIONAL TASK

The Contractor shall provide a text message archiving solution. This solution shall contain a Federal Risk and Authorization Management Program (FedRamp) Approved rating of High along with an approved Authority to Operate and shall be a cloud-hosted, Software-as-a-Solution capability. The solution shall have a minimum of seven years retention time with contractor hosted storage and shall provide the following:

1. FedRamp Authorized search and retention capabilities.
2. External archiving capabilities.
3. Advance administration based on roles.
4. Export capabilities directly from the Contractor.
5. All devices must be compliant with text message archiving if this option is exercised in order to meet the eDiscovery requirements as defined by National Archives and Records Administration.

5.7 STANDARD ACCESSORIES

The Contractor shall provide standard accessories for each provided voice phone device and/or smartphone device. All devices shall include wall charger, charging cable and any other receptacle needed to power the device. The standard accessory package shall also include any wired or wireless headsets or earbuds and shall be included in the price of the service plans.

5.7.1 OTHER ACCESSORIES

The Contractor shall provide such items as screen protectors, durable protective cases, car chargers, Phone Cases, Front Clear Cover, Tablet Cases, Belt Clip Cases, USB Cable. Each item will be separately priced and other accessories may be ordered within scope modification.

5.8 VOICE AND DATA COVERAGE

VA business practices and patient care are reliant upon adequate cellular coverage both inside and outside of the designated locations.

The Contractor shall provide voice and data coverage for a 50 mile radius around all VA facilities in Attachment A - VA Facilities, as well as within the facilities themselves. These locations are in the 50 United States, District of Columbia, Puerto Rico, Guam, American Samoa, Saipan, and Philippines. The Contractor shall rapidly react to and resolve coverage issues that may arise due to dynamically changing usage within a covered area. The Contractor shall provide reliable cellular communications inside all the facilities of Attachment A - VA Facilities.

Where the Contractor does not have adequate signal to penetrate the buildings, the Contractor shall take measures to enhance the signal or make arrangements with other contractors to provide the required service. The Contractor shall provide Reliable Service Coverage in and around the required coverage areas. Reliable Cellular Communications Service Coverage shall be defined as signal strength, reported in decibel-milliwatts (dBm), of not to exceed -100 dBm in all exterior locations on the property and not less than -90 dBm in interior locations. Signal strength measurements shall be in terms of Reference Signal Received Power (RSRP), Received Signal Code Power (RSCP) or other equivalent, technology-specific measurement (measured or converted to dBm). The Contractor shall ensure this Reliable Service Coverage level to at least 90% of the SDP coverage areas identified in Attachment A – VA Facilities.

Additionally, the Contractor shall respond to coverage issues identified by the COR. The Contractor shall, upon written notification from the COR, propose a coverage resolution plan for the affected area(s) within 15 business days. The Contractor shall implement the changes to resolve coverage issues within 120 business days of COR approval of the Contractor's coverage resolution plan. Where the Contractor is not able to resolve the service coverage issue to an affected location within the required timeframe, VA shall be entitled to change the Contractor for the affected area in accordance with section 5.8.2 below.

Any outage - service outage or reported lack of service, the Contractor shall provide signal readings of the requested areas of concern. In the case that any coverage concerns arise, the Contractor shall include the most up to date Received Signal Strength Indicator readings for the requested areas. The Contractor shall have 90 days to execute any required documentation to VA for this request.

5.8.1 RURAL HEALTH MISSION AND RURAL COVERAGE REQUIREMENTS

Congress established the Veterans Health Administration (VHA) Office of Rural Health (ORH) in 2006 (38 USC § 7308) to conduct, coordinate, promote and disseminate research on issues that affect the nearly five million Veterans who reside in rural communities.

Home Based Primary Care (HBPC), Housing and Urban Development-VA Supportive Housing (HUD-VASH), ORH, Office of Connected Care, are healthcare services provided to Veterans in their home who have complex health care needs for whom routine clinic-based care is not effective. Due to the current COVID-19 pandemic and increased Operation Enduring Freedom, Operation Iraqi Freedom, Veteran(s) care has increased substantially into the community. These provided devices help to ensure the safety and operational success of the VA's Rural Healthcare Initiative.

As VA employees and Veterans move towards telecommuting and telehealth, VA will require rural coverage. Rural coverage is defined as the territory surrounding a SDP. Each rural coverage territory will need to include a 50-mile radius of continuous coverage in all directions from any given SDP. After award and throughout the life of the contract, VA will provide the Contractor with the phone numbers of the VA staff who are in rural areas; VA staff in rural areas will use these services and will require additional coverage plans where coverage gaps are identified.

The Contractor shall unlock the device and allow for a secondary service plan to be added from an additional carrier to supplement the gap in coverage. The Contractor shall rectify a coverage gap or coverage unavailability as follows:

1. Any time an identified coverage gap is reported through the life of the contract, the Contractor shall submit a remediation course of action within 5 business days and complete the remediation package within 120 business days. When remediation will take longer than 30 business days, the Contractor shall unlock the identified device to allow for a supplemental contractor to be used in conjunction with the primary service contractor. This process shall be accomplished utilizing dual Subscriber Identity Module cards, either physical or virtual.
2. If coverage is unavailable with any service provider or contractor, then VA will submit a coverage and acceptance waiver to the Contractor for VA acknowledgement of no available coverage.

5.8.2 END USER ADJUSTMENTS

During the PoP of this contract, VA staffing levels and changes in employee requirements will occur (this does not include device refresh). If the minimum technical capabilities are not met and leads to unacceptable service, the VA will request, the Contractor to adjust the type and quantity of the mobile services/devices provided with no penalty assessed for downward (deactivations and therefore reduced costs) or upward (activations) adjustments.

5.9 OUTAGE NOTIFICATIONS

The Contractor shall notify the designated COR(s), VA National Service Desk, and affected facility(s) when any unscheduled outage of service occurs, by any means necessary, within 60 minutes of an incident, and information must be provided by the assigned customer service representative. The Contractor shall provide updates every 30 minutes until the event is

mitigated or concluded. Notification shall include services to be impacted and location of the impacted users, expected service restoration time and date if known. Notification shall be provided when the service has been restored within thirty (30) minutes of occurrence. The Contractor shall provide VA COR's with access to the Contractor's outage portal.

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

5.10 EMERGING TECHNOLOGIES

As new technologies are developed and used by the commercial industry or the Government, the Contractor shall identify these technologies, and propose necessary additions, upgrades, or improvements to the current contract devices. Before these devices are added to the contract, the Contractor shall submit them to VA for testing.

The Contractor shall provide devices for testing during STIG and MDM compliance assessment for inclusion on VA's approved devices list.

5.11 TECHNOLOGIES REFRESH

The Contractor shall monitor the commercial wireless marketplace and technologies and notify the CO and COR if any devices, plans, or network components are required to be changed or updated to accommodate the latest technology. If any wireless devices or technologies are approaching the end of their lifetime (EOL) (e.g., if a contractor Original Equipment Manufacturer (OEM) will no longer be marketing, selling, or promoting a particular device/technology, or limiting or ending support for said device/technology), or being decommissioned, the Contractor shall provide written notification to the COR and CO within 180 days prior to the EOL date. The Contractor shall update the affected devices and plans defined in this PWS with device, plan, and technology refresh information for VA approval. The Government reserves the right to reject any Contractor proposed device or plan, at no cost to VA. The Contractor will provide, at no additional cost, a device that is typically one generation behind the most current market offering; that meets the requirements of the RFP and shall be offered with select service plans on the VA-only, password-protected, web-based, management portal. Contractors will make these devices available, at no cost, within 30 days of the manufacturer's release date. All said devices must include wall charger, charging cable, and any other receptacle required to power the device. With new emerging technologies, the Contractor will have 18 months to upgrade ALL legacy devices to the new network technology at zero cost to VA.

5.11.1 FUTURE TECHNOLOGIES OVERVIEW

The Contractor shall provide contractors' upgraded network roadmaps plans for all SDP's on a bi-annual basis. The Contractor shall have one year to migrate all the devices under a SDP to the latest network technology once the new network is deployed. (Example 4G to 5G). The Contractor shall notify VA quarterly of any new network upgrades that occur within the VA's

service delivery point. When new VA locations arise, VA will provide Attachment A – VA Facilities updated with the new locations, to the Contractor for their verification of services.

5.12 DEVICE RECYCLING/E-CYCLE

The E-Cycle program will provide a recycling program for devices that meets the VA's Handbook Directive 6500 Cyber Security Program, as well as the Risk Management Framework, as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37. A separate account will be required with each contractor to establish credits for purchasing accessories and latest technologies not currently offered, at no cost. All requirements will be found in the VA Handbook 6500.1 – Electronic Media Sanitization policy.

The Contractor shall provide to VA the certificate of recycling or destruction for each device. The Contractor shall send the COR an updated inventory list of all devices either recycled or destroyed, bi-weekly, with a copy of each certificate. The certificates shall be stored on the Contractor portal for seven years.

5.13 EMERGENCY RESPONDER NETWORKS

5.13.1 NATIONAL EMERGENCY WIRELESS SERVICES

Emergency services may be required in the event of hurricanes, floods, earthquakes, and other natural or man-made disasters or emergencies, where communication networks are adversely impacted and/or disruption of wireless service occur (voice and data).

The Contractor shall post a copy of its emergency response process plan on their management portal. The plan shall include the procedures to deploy (temporary) mobile cellular sites for restoration of wireless services (voice and data) to the affected areas, emergency numbers to call, and any other information needed to ensure service is restored in a timely and effective manner. The Contractor shall provide designated VA staff permanent emergency responder/priority plans. These plans shall (a) include unlimited voice, data, and text; (b) include smart phones, wearables, and M2M; (c) not be throttled or prioritized; and (d) always achieve maximum available throughput. The COR will identify these plans for designated staff (i.e., who qualify for emergency responder plans).

5.13.2 NATIONAL WIRELESS PRIORITY SERVICE

The Nationwide Wireless Priority Service is a system in the US that allows high-priority emergency telephone calls to avoid congestion on commercial wireless telephone networks.

The Contractor shall make this service available and activated as requested in accordance with VA's Emergency Management procedures. The Contractor shall work with VA to facilitate the bulk enrollment process.

5.13.3 PUBLIC SAFETY NETWORK

The Contractor shall provide an option to access a robust and resilient nationwide Long-Term Evolution (LTE) broadband network, purpose built for public safety, and encompassing the following public safety capabilities, when available:

1. Access to the Dedicated Core network to enable greater interoperability throughout the first responder and public safety community.
2. Priority and Preemption capabilities to ensure public safety personnel have access to the LTE data network and functionality of applications such as Automatic Vehicle Location, Computer Aided Dispatch, mapping, and video surveillance.
3. Access to Contractor Specific Emergency response networks, from VA identified devices, which provides enhanced capabilities for public safety needs.
4. Access to Contractor Specific Emergency response network deployable technologies to augment coverage requirements in response to an emergency and or incident.
5. Access to real-time incident response and local control tools to provide first responders the ability to control network resources making specific capabilities and services available to those who need them most.
6. Real-time visibility into the health of the commercial LTE mobile broadband network.
7. 24/7/365 customer support model dedicated to public safety and first responders.

5.13.4 INTERNET OF THINGS (IoT) SOLUTIONS AND WEARABLES

The Contractor shall offer IoT and wearable products and plans, to include but not limited to, LTE routers, smart watches, Static IP, and other commercially available peripherals. The Contractor shall identify the VA COR on a bi-annual basis to identify potential products that shall enhance VA's mobility needs.

5.14 WARRANTY

The Contractor shall provide, at a minimum, a one-year standard commercially available warranty for all devices. All defective devices replaced during the warranty period will be retained by VA for disposal in accordance with VA Handbook 6500.1 Electronic Media Sanitization requirements. If VA can wipe the device of data, then VA will return the device for the Contractor to replace. If a device cannot be wiped of data, then VA will NOT return the device to the Contractor and the Contractor shall replace the device at no cost to the Government.

5.15 ACTIVATIONS

When the Government orders service plans the COR or designee will activate the devices (offered at the discounted price) within 30 days of receipt from the Contractor. This does not apply to seed stock. The Contractor shall commence charge for service upon activation.

5.16 DEVICE/EQUIPMENT & USER PHONE NUMBER LISTING

The Device/Equipment & User Phone Number Listing will be provided by the Contractor after contract award and ad hoc thereafter throughout the contract period of performance.

Deliverable:

A. Device/Equipment & User Phone Number Listing

5.17 ADDITIONAL MOBILE DEVICES AND/OR TABLETS (OPTIONS FOR INCREASED QUANTITIES)

The Contractor shall provide the VA an option to buy unlocked basic, smartphone and tablets for any current commercially available VA STIG approved devices. The devices will be identified in the price schedule. These devices shall include the current generation and one generation behind the current manufacturer technology (basic, smartphone, tablet, 508 compliant devices). The Contractor shall not consider any devices older than one generation behind the current manufacturer technology release for these optional CLINS.

5.18 MANAGEMENT PORTAL AND REPORTING

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

- A. The ability for VA to activate/deactivate/suspend/swap devices as needed.
- B. Report generation by authorized VA users of all VA account data in the system, exportable in a common file format as specified in 5.18.1 Portal Data and Reporting.

The COR(s) shall identify the users of this web-based portal. The Contractor shall provide instructor-led, virtual for up to 500 users portal training. Portal training shall be provided 30 days after the portal is established and as needed thereafter to accommodate VA personnel changes.

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

5.18.1 PORTAL DATA AND REPORTING

The Contractor shall provide all generally provided, commercially available data reports to VA through the portal. These reports, on demand through the portal, will be used by VA to manage the VA Wireless Services Program. The report data shall be able to be aggregated by personal phone number, VA facility, Veterans Integrated Service Network, region, and total contract. Specific data reporting elements will be used to: (1) understand VA-wide customer usage by number of lines per facility, rate plans; and (2) enterprise spend management. All data and reports shall be posted on the Contractor portal. Data shall be downloadable in MS Excel, Adobe Portable Document Format (PDF), or tab delimited American Standard Code for Information Interchange (ASCII) format. (For the purpose of this contract, Contracting Level and Enterprise Level are interchangeable terms.) All data must have the ability for Electronic Data Interchange in a variety of formats, i.e., MS Word, MS Excel, tab delimited ASCII, comma-separated values, extensible markup language, or other standard formats such as flat-files or text files. The following data access capabilities and reporting elements are required:

- A. The Contractor shall provide VA designees, as assigned by the COR, with unlimited online (or web) access to reporting data as described above.

- B. The portal shall provide a report containing all users of the portal.
- C. Online (or web) access must be granted to all designated personnel on or before 30 days after contract award.
- D. Reporting data shall be updated at least monthly and contain a full month of usage data, which can be pulled on a month-to-month basis (delineated by month), or pulled with cumulative totals from the beginning month to the last full month of data.
- E. Contract Level Monthly Usage Reports shall include the following data elements:
 - A summary of VA-wide totals for plans purchased (e.g., voice, smartphone, data cards, international, other, etc.)
 - Total lines of service purchased for each plan
 - Contracted rate plan price for each line of service
 - Total basic costs - Total number of lines by plan, with a total sum of all lines, include a separate section for lines or devices or supplies not falling under a plan including a breakout for international usage
 - Number of different activities (identified via the number of end-users by facility or Billing Account Number) within each plan

5.18.2 CONTRACT LEVEL MONTHLY USAGE REPORTS

- A. Contract Level Monthly Usage Reports shall also include detailed usage information per plan that includes:
 - B. Total minutes used per month, and per plan.
 - C. International long distance usage and associated cost per minute (if applicable).
 - D. International roaming usage and associated cost per minute (if applicable).
 - E. Country Code for international roaming charges (if applicable).
 - F. Number of text messages and associated costs (if applicable).
 - G. Kilobyte or data usage and associated costs (if applicable).
 - H. Usage and overage data for all other features (e.g., call forwarding, directory assistance, etc.).
 - I. Trend analysis and optimization recommendations at the contract level.
 - J. Total price paid per line (including monthly per minute charges, overages per phone line, FCC fees and taxes).
 - K. Usage and overage data for all other features with a usage-based cost component.
 - L. Zero usage end users will be reported on each month and recommendations for disconnection will be made based on recurring pattern.
 - M. Other plan data (analysis, trending, optimizing and suggestions).

5.18.3 ON DEMAND REPORTS

On Demand Reports – the following reports shall be available on demand:

- A. Custom Report Request – Customer generated report request
- B. Devices Report – By Type
- C. Devices Report – By User
- D. Cancellations Report
- E. System Activity Reports (include accessory order, device assignment, order custom data request, device loan request, device replacement, device swap, device upgrade, disconnect service, feature change, network outage, new line, number change, plan change, port, port with transfer of liability, suspend/unsuspended, transfer of liability, upgrade eligibility check)

5.19 TAXES AND FCC CHARGES

Taxes, surcharges, and FCC Required Charges, means any State or Federal tax or Federal Communication Commission required taxes or fees for cellular service, expressed as a percentage but only chargeable to the items as required under State or Federal law. Contractors shall invoice for allowable taxes, fees and surcharges, but shall never invoice for amounts that exceed the percentage in their respective contracts. The percent for taxes/fees shall only be applied to services initiated within the 50 United States. The Government acknowledges that services outside the 50 States may be subject to international fees, taxes, and other like charges irrespective of the ceiling percentage applicable to calls initiated within the 50 states. These foreign fees, taxes, etc. shall be included in the International rate and established as a not-to-exceed at the line item level. [Note, the Government will not be liable for international rates unless and until the CO places an order for such international services or otherwise obligates funds for this service].

6.0 GENERAL REQUIREMENTS

6.4 ENTERPRISE AND IT FRAMEWORK

6.4.1 VA TECHNICAL REFERENCE MODEL

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T Technical Reference Model (VA TRM). The VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. Moreover, the VA TRM, which includes the Standards Profile and Product List, serves as a technology roadmap and tool for supporting OI&T. Architecture & Engineering Services (AES) has overall responsibility for the VA TRM.

6.4.2 FEDERAL IDENTITY, CREDENTIAL, AND ACCESS MANAGEMENT (FICAM)

The Contractor shall ensure Commercial Off-The-Shelf (COTS) product(s), software configuration and customization, and/or new software are Personal Identity Verification (PIV) card-enabled by accepting HSPD-12 PIV credentials using VA Enterprise Technical Architecture (ETA), https://www.ea.oit.va.gov/EAoit/VA_EA/Enterprise_Technical_Architecture.asp, and VA Identity and Access Management (IAM) approved enterprise design and integration patterns, <https://www.oit.va.gov/library/recurring/edp/index.cfm>. The Contractor shall ensure all Contractor delivered applications and systems comply with the VA Identity, Credential, and Access Management policies and guidelines set forth in the VA Handbook 6510 and align with the Federal Identity, Credential, and Access Management Roadmap and Implementation Guidance v2.0.

The Contractor shall ensure all Contractor delivered applications and systems provide user authentication services compliant with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63-3, VA Handbook 6500 Appendix F, "VA System Security Controls", and VA IAM enterprise requirements for direct, assertion based authentication, and/or trust based authentication, as determined by the design and integration patterns. Direct authentication at a minimum must include Public Key Infrastructure (PKI) based authentication supportive of PIV card and/or Common Access Card (CAC), as determined by the business need.

The Contractor shall ensure all Contractor delivered applications and systems conform to the specific Identity and Access Management PIV requirements set forth in the Office of Management and Budget (OMB) Memoranda M-05-24, M-19-17, and NIST Federal Information Processing Standard (FIPS) 201-2. OMB Memoranda M-05-24 and M-19-17 can be found at: <https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2005/m05-24.pdf>, and <https://www.whitehouse.gov/wp-content/uploads/2019/05/M-19-17.pdf> respectively. Contractor delivered applications and systems shall be on the FIPS 201-2 Approved Product List (APL). If the Contractor delivered application and system is not on the APL, the Contractor shall be responsible for taking the application and system through the FIPS 201 Evaluation Program.

The Contractor shall ensure all Contractor delivered applications and systems support:

1. Automated provisioning and are able to use enterprise provisioning service.
2. Interfacing with VA's Master Person Index (MPI) to provision identity attributes, if the solution relies on VA user identities. MPVI is the authoritative source for VA user identity data.
3. The VA defined unique identity (Secure Identifier [SEC ID] / Integrated Control Number [ICN]).
4. Multiple authenticators for a given identity and authenticators at every Authenticator Assurance Level (AAL) appropriate for the solution.
5. Identity proofing for each Identity Assurance Level (IAL) appropriate for the solution.
6. Federation for each Federation Assurance Level (FAL) appropriate for the solution, if applicable.
7. Two-factor authentication (2FA) through an applicable design pattern as outlined in VA Enterprise Design Patterns.
8. A Security Assertion Markup Language (SAML) implementation if the solution relies on assertion based authentication. Additional assertion implementations, besides the required SAML assertion, may be provided as long as they are compliant with NIST SP 800-63-3 guidelines.
9. Authentication/account binding based on trusted Hypertext Transfer Protocol (HTTP) headers if the solution relies on Trust based authentication.
10. Role Based Access Control.
11. Auditing and reporting capabilities.
12. Compliance with VIEWS 00155984, PIV Logical Access Policy Clarification <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4896>.

The required Assurance Levels for this specific effort are Identity Assurance Level 3, Authenticator Assurance Level 3, and Federation Assurance Level 3.

6.4.3 INTERNET PROTOCOL VERSION 6 (IPv6)

The Contractor solution shall support Internet Protocol Version 6 (IPv6) based upon the memo issued by the Office of Management and Budget (OMB) on November 19, 2020 (<https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-07.pdf>). IPv6 technology, in accordance with the USGv6 Program (<https://www.nist.gov/programs-projects/usgv6-program/usgv6-revision-1>), NIST Special Publication (SP) 500-267B Revision 1 "USGv6 Profile" (<https://doi.org/10.6028/NIST.SP.500-267Br1>), and NIST SP 800-119 "Guidelines for the Secure Deployment of IPv6" (<https://doi.org/10.6028/NIST.SP.800-119>), compliance shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. In addition to the above requirements, all devices shall support native IPv6 and dual stack (IPv6 / IPv4) connectivity without additional memory or other

resources being provided by the Government, so that they can function in a mixed environment. All public/external facing servers and services (e.g., web, email, DNS, ISP services, etc.) shall support native IPv6 and dual stack (IPv6 / IPv4) users and all internal infrastructure and applications shall communicate using native IPv6 and dual stack (IPv6 / IPv4) operations.

6.4.4 TRUSTED INTERNET CONNECTION (TIC)

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M-19-26, "Update to the Trusted Internet Connections (TIC) Initiative" (<https://www.whitehouse.gov/wp-content/uploads/2019/09/M-19-26.pdf>), VA Directive 6513 "Secure External Connections", and shall comply with the TIC 3.0 Core Guidance Documents, including all Volumes and TIC Use Cases, found at the Cybersecurity & Infrastructure Security Agency (CISA) (<https://www.cisa.gov/publication/tic-30-core-guidance-documents>). Any deviations must be approved by the VA TIC 3.0 Working Group at vaoisesatic30team@va.gov.

6.4.5 STANDARD COMPUTER CONFIGURATION

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 10 (64bit), Edge (Chromium based), and 365 Apps for enterprise. Applications delivered to VA and intended to be deployed to Windows 10 workstations shall be delivered as a signed .msi package with switches for silent and unattended installation and updates shall be delivered in signed .msp file formats for easy deployment using Microsoft Endpoint Configuration Manager (CM) VA's current desktop application deployment tool. Signing of the software code shall be through a contractor provided certificate that is trusted by VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline (USGCB) and Defense Information Systems Agency (DISA) Secure Technical Implementation Guide (STIG) specific to the particular client operating system being used.

6.4.6 VETERAN FOCUSED INTEGRATION PROCESS (VIP) AND PRODUCT LINE MANAGEMENT (PLM)

The Contractor shall support VA efforts IAW the updated Veteran Focused Integration Process (VIP) and Product Line Management (PLM). The major focus of the new VIP is on Governance and Reporting and is less prescriptive, with a focus on outcomes and continuous delivery of value. Product Line Management (PLM) is a framework that focuses on delivering functional products that provide the highest priority work to customers while delivering simplified, reliable, and practical solutions to the business, medical staff, and our Veterans. The VIP Guide is a companion guide to the PLM Playbook and can be found at:

<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371> and the PLM Playbook can be found at <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4946>. The PLM Playbook pivots from project-centric to product-centric delivery and contains descriptive practices that focuses on outcomes. The PLM Playbook contains a set of "plays" that

implement Development, Security, and Operations (DevSecOps) principles and processes such as automated development, continuous integration/continuous delivery, and release on demand. The PLM Playbook details how product lines implement Lean-Agile principles, methods, practices, and techniques through levels of maturity. VIP and PLM are the authoritative processes that IT projects must follow to ensure development and delivery of IT products.

6.4.7 PROCESS ASSET LIBRARY (PAL)

The Contractor shall perform their duties consistent with the processes defined in the OIT Process Asset Library (PAL). The PAL scope includes the full spectrum of OIT functions and activities, such as VIP project management, operations, service delivery, communications, acquisition, and resource management. PAL serves as an authoritative and informative repository of searchable processes, activities or tasks, roles, artifacts, tools and applicable standards and guides to assist the OIT workforce, Government and Contractor personnel. The Contractor shall follow the PAL processes to ensure compliance with policies and regulations and to meet VA quality standards. The PAL includes the contractor onboarding process consistent with Section 6.2.2 and can be found at https://www.va.gov/PROCESS/artifacts/maps/process_CONB_ext.pdf. The main PAL can be accessed at www.va.gov/process.

6.4.8 AUTHORITATIVE DATA SOURCES

The VA Enterprise Architecture Repository (VEAR) is one component within the overall Enterprise Architecture (EA) that establishes the common framework for data taxonomy for describing the data architecture used to develop, operate, and maintain enterprise applications. The Contractor shall comply with the department's Authoritative Data Source (ADS) requirement that VA systems, services, and processes throughout the enterprise shall access VA data solely through official VA ADSs where applicable, see below. The Information Classes which compose each ADS are located in the VEAR, in the Data & Information domain. The Contractor shall ensure that all delivered applications and system solutions support:

1. Interfacing with VA's Master Person Index (MPI) to provision identity attributes, if the solution relies on VA user identities. MPI is the authoritative source for VA user identity data.
2. Interfacing with Capital Asset Inventory (CAI) to conduct real property record management actions if the solution relies on real property records data. CAI is the authoritative source for VA real property record management data.
3. Interfacing with electronic Contract Management System (eCMS) for access to contract, contract line item, purchase requisition, offering contractor and contractor, and solicitation information above the micro-purchase threshold, if the solution relies on procurement data. ECMS is the authoritative source for VA procurement actions data.
4. Interfacing with HRSmart Human Resources Information System to conduct personnel action processing, on-boarding, benefits management, and compensation management, if the solution relies on personnel data. HRSmart is the authoritative source for VA personnel information data.
5. Interfacing with Vet360 to access personal contact information, if the solution relies on VA Veteran personal contact information data. Vet360 is the authoritative source for VA Veteran Personal Contact Data.
6. Interfacing with VA/Department of Defense (DoD) Identity Repository (VADIR) for determining eligibility for VA benefits under Title 38, if the solution relies on qualifying

active duty military service data. VADIR is the authoritative source for Qualifying Active Duty military service in VA.

6.4.9 SOCIAL SECURITY NUMBER (SSN) REDUCTION

The Contractor solution shall support the Social Security Number (SSN) Fraud Prevention Act (FPA) of 2017 which prohibits the inclusion of SSNs on any document sent by mail. The Contractor support shall also be performed in accordance with Section 240 of the Consolidated Appropriations Act (CAA) 2018, enacted March 23, 2018, which mandates VA to discontinue using SSNs to identify individuals in all VA information systems as the Primary Identifier. The Contractor shall ensure that any new IT solution discontinues the use of SSN as the Primary Identifier to replace the SSN with the ICN in all VA information systems for all individuals. The Contractor shall ensure that all Contractor delivered applications and systems integrate with the VA Master Person Index (MPI) for identity traits to include the use of the ICN as the Primary Identifier. The Contractor solution may only use a Social Security Number to identify an individual in an information system if and only if the use of such number is required to obtain information VA requires from an information system that is not under the jurisdiction of VA.

6.5 SECURITY AND PRIVACY REQUIREMENTS

It has been determined that Protected Health Information (PHI) may be disclosed or accessed, and a signed Business Associate Agreement (BAA) shall be required. The Contractor shall adhere to the requirements set forth within the BAA, referenced in Section D of the contract, and shall comply with VA Directive 6066.

6.5.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

In accordance with VA Handbook 0710, Personnel Security and Suitability Program, the position sensitivity, and the level of background investigation commensurate with the required level of access for the following tasks within the PWS are:

Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low Risk	Tier 2 / Moderate Risk	Tier 4 / High Risk
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<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"/>

Task Number	Tier1 / Low Risk	Tier 2 / Moderate Risk	Tier 4 / High Risk
5.12	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.18	<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.

6.5.2 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. 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 in accordance with the PAL template artifact. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the PoP. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- c. The Contractor should coordinate with the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4. below) when getting fingerprints taken.
- d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:

- 1) Optional Form 306
 - 2) Self-Certification of Continuous Service
 - 3) VA Form 0710
 - 4) Completed SIC Fingerprint Request Form
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- f. The Contractor employee shall certify and release the e-QIP document, print, and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via e-QIP).
- g. 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.
- h. 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), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed "Contractor Rules of Behavior", and with a valid, operational PIV credential for PIV-only logical access to VA's network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. 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 OPM.
- i. 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.
- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.

- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

- A. Contractor Staff Roster

6.6 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include MS Word 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).

6.7 PERFORMANCE METRICS

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

Performance Objective	Performance Standard	Acceptable Levels of Performance
A. Technical / Quality of Product or Service	<ol style="list-style-type: none"> 1. Demonstrates understanding of requirements 2. Efficient and effective in meeting requirements 3. Meets technical needs and mission requirements 4. Provides quality services/products 5. Incorporates "ease of use" Human Centered Design principles in any software developed. 	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none"> 1. Established milestones and project dates are met 2. Products completed, reviewed, delivered in accordance with the established schedule 3. Notifies customer in advance of potential problems 	Satisfactory or higher
C. Cost & Staffing	<ol style="list-style-type: none"> 1. Currency of expertise and staffing levels appropriate to perform tasks required 2. Personnel possess necessary knowledge, skills and abilities to perform tasks 	Satisfactory or higher
D. Management	<ol style="list-style-type: none"> 1. Integration and coordination of all activities to execute effort 	Satisfactory or higher

The COR 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 level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment will be used by the COR in accordance with the QASP to assess Contractor performance.

6.8 SHIPMENT OF HARDWARE OR EQUIPMENT

The Contractor shall complete the Master Delivery Schedule in accordance with the Instructions and shall coordinate with the COR for specifics. The Master Delivery Schedule shall be provided after award and updated prior to and after each delivery timeframe.

Shipment/Delivery Kick-off Meeting

The Contractor shall conduct a Shipment/Delivery Kick-off Meeting with the VA PM, COR, Delivery Date Coordinator, Implementation Manager, and Facility CIOs (or designee) to discuss delivery schedule requirements and facilitate delivery of equipment. This meeting may be held in conjunction with the post award conference or identified technical kickoff meeting. The Contractor shall also present the Shipment/Delivery Weekly Progress Report format for review and approval by the Government. This meeting, if held independently, shall be conducted telephonically within ten days after award and shall incorporate any delivery schedule changes to the draft Delivery Schedule identified by the Government.

Shipment/Delivery Weekly Progress Report

The Contractor shall provide a Shipment/Delivery Weekly Progress Report which shall identify the items shipped, the serial number associated with each piece of equipment; the date of each shipment; the status of each shipment, tracking information, and information relative to Government-receipt of the equipment items at each delivery site. In addition, the Shipment/Delivery Weekly Progress Report shall identify any problems and provide a description of how the problems were resolved/addressed. If problems have not been completely resolved, the Contractor shall provide an explanation and status of resolution. Shipment/Delivery Weekly Progress Reports shall be submitted in Microsoft Excel Format and shall clearly identify each serial number of the equipment being delivered with one (1) serial number per cell.

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Packing Slips/Labels and Lists shall also include the following:

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

Project Description: (e.g. Tier 1 Lifecycle Refresh)

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

Deliverables:

- A. Master Delivery Schedule
- B. Shipment/Delivery Weekly Progress Report

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

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, unless the connection uses FIPS 140-2 (or its successor) validated encryption, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the PM, 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) 2.0, and will be tracked therein. The TMS 2.0 may be accessed at <https://www.tms.va.gov/SecureAuth35/>. If you do not have a TMS 2.0 profile, go to

<https://www.tms.va.gov/SecureAuth35/>

and click on the "Create New User" link on the TMS 2.0 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 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): https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=1056&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=1055&FType=2

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

On January 18, 2017, the Architectural and Transportation Barriers Compliance Board (Access Board) revised and updated, in a single rulemaking, standards for electronic and information technology developed, procured, maintained, or used by Federal agencies covered by Section 508 of the Rehabilitation Act of 1973, as well as our guidelines for telecommunications equipment and customer premises equipment covered by Section 255 of the Communications Act of 1934. The revisions and updates to the Section 508-based standards and Section 255-based guidelines are intended to ensure that information and communication technology (ICT) covered by the respective statutes is accessible to and usable by individuals with disabilities.

A3.1. Section 508 – Information and Communication Technology (ICT) Standards

The Section 508 standards established by the Access Board are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure ICT. These standards are found in their entirety at: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>. A printed copy of the standards will be supplied upon request.

Federal agencies must comply with the updated Section 508 Standards beginning on January 18, 2018. The Final Rule as published in the Federal Register is available from the Access Board: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>.

The Contractor shall comply with “508 Chapter 2: Scoping Requirements” for all electronic ICT and content delivered under this contract. Specifically, as appropriate for the technology and its functionality, the Contractor shall comply with the technical standards marked here:

- ☒ E205 Electronic Content – (Accessibility Standard -WCAG 2.0 Level A and AA Guidelines)
- ☒ E204 Functional Performance Criteria
- ☒ E206 Hardware Requirements

- ☒ E207 Software Requirements
- ☒ E208 Support Documentation and Services Requirements

A3.2. Compatibility with Assistive Technology

The standards do not require installation of specific accessibility-related software or attachment of an assistive technology device. Section 508 requires that ICT be compatible with such software and devices so that ICT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

A3.3. Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the Section 508 Chapter 2: Scoping Requirements standards identified above.

The Government reserves the right to test for Section 508 Compliance before delivery. The Contractor shall be able to demonstrate Section 508 Compliance upon delivery.

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 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 CO 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 CO 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 contractors, 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 CO.
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.
 9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13834, "Efficient Federal Operations", dated May 17, 2018; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, Federal Energy Management Program (FEMP) designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

A6.1. EPEAT

The Contractor shall deliver and furnish to the Government, or use in the performance of work by Contractor employees at a Federally controlled facility, only Mobile Phones that at the time of submission of proposals and at the time of award, are EPEAT® bronze registered or higher. For information about EPEAT®, see <https://www.epeat.net>.

A6.2. ENERGY STAR

As required in clause 52.223-15 Energy Efficiency in Energy-Consuming Products, the Contractor shall provide products that earn the ENERGY STAR label and meet ENERGY STAR specifications for energy efficiency. For information about ENERGY STAR, see <https://www.energystar.gov/products> for complete product specifications and updated lists of qualifying products.

A6.3. FEMP

FEMP or FEMP low standby power product compliance is not required in this acquisition.

ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

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 (e.g. Business Associate Agreement, Section 3G), 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 CO 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 CO 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 information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

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 CO 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 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 Directive 1605.05, *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 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 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 CO 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 CO for response.

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require Assessment and Authorization (A&A) or a Memorandum of Understanding-Interconnection Security 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

1. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference VA Handbook 6500, *Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program*, and the TIC Reference Architecture). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6508, *Implementation of Privacy Threshold Analysis and Privacy Impact Assessment*.

2. The Contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 11 configured to operate on Windows 10 and future versions, as required.

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

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

5. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, VA Handbook 6500, *Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.

6. The Contractor/Subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and

applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

7. The Contractor/Subcontractor agrees to:

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

i. The Systems of Records (SOR); and

ii. The design, development, or operation work that the Contractor/Subcontractor is to perform;

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

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

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

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

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

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

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

10. The contractor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, based upon the severity of the incident.

11. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the contractor will provide written notice to VA that the patch has been validated as not affecting the Systems within 10 working days. When the contractor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes based upon the requirements identified within the contract

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

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

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

approved by VA prior to implementation. For Cloud Services hosting, the Contractor shall also ensure compliance with the Federal Risk and Authorization Management Program (FedRAMP).

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

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

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

e. The Contractor/Subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another Contractor/Subcontractor. The Contractor/Subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally owned or Contractor/Subcontractor owned equipment or software on the VA network. If non-VA owned equipment must be used to

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

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

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

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

- c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

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. However, it is the policy of VA to forgo collection of liquidated damages in the event the Contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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 Breaches Involving Sensitive Personal Information*, 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 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

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

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 VA Information Security Rules of Behavior, relating to access to VA information and information systems;
- 2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior course (TMS 2.0 # VA 10176) and complete this required privacy and information security training annually;
- 3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the CO for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 2 days of the initiation of the contract and annually thereafter, as required.

- c. Failure to complete the mandatory annual training and electronically 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.

POINTS OF CONTACT

VA Program Manager:

Name: James Neal
Address: 335 E. Germann Rd., Gilbert, AZ 85296
Voice: 480-397-2743
Email: james.neal4@va.gov

Contracting Officer's Representative:

Name: Guy Porter
Address: 13000 Bruce B. Downs Blvd., Tampa, FL 33612
Voice: 813-520-7179
Email: guy.porter@va.gov

Contracting Officer's Representative:

Name: Fenicia Ballard
Address: 7717 Pestle Ln., Glen Burnie, MD 21060
Voice: 443-983-4913
Email: fencia.ballard@va.gov

Contracting Officer's Representative:

Name: Micah Machida
Address: 1600 E. 4th Plain Blvd., Vancouver, WA 98661
Voice: 360-759-1982
Email: micah.machida@va.gov

Contracting Officer's Representative:

Name: Amanda Bell
Address: 2744 NE 5th Ave, Cape Coral, FL 33909
Voice: 720-835-7179
Email: amanda.bell@va.gov

Contracting Officer:

Name: Debra Clayton
Address: 23 Christopher Way, Eatontown, NJ 07724
Voice: 848-377-5174
Email: debra.clayton2@va.gov

Contract Specialist:

Name: Kyle Maccia
Address: 23 Christopher Way, Eatontown, NJ 07724
Voice: 848-377-5249
Email: kyle.maccia@va.gov

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020
52.227-2	PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
52.242-13	BANKRUPTCY	JUL 1995

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

(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 products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

X__ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

X__ (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.)

X__ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

X___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

X___ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (13) [Reserved]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

X___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (JUN 2020) of [52.219-9](#).

___ (v) Alternate IV (SEP 2021) of [52.219-9](#).

___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-13](#).

___ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).

X___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).

X___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-28](#).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).

___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

X___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

___ (ii) Alternate I (FEB 1999) of [52.222-26](#).

X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

 X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

 X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

 (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

 X (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

 (37) (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.)

 (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

 (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

 (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

 (ii) Alternate I (OCT 2015) of [52.223-13](#).

 (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun2014) of [52.223-14](#).

 X (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

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

 (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

___ (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C.chapter83](#), [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 (JAN 2021) of [52.225-3](#).

___ (iii) Alternate II (JAN 2021) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

X (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

X (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

X (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

X (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, 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 products or commercial services. 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 (Nov 2021) ([41 U.S.C. 3509](#)).

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

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

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

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

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

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

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

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) 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 products and commercial services 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 items X012 through X043, 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 within. 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 from date of award until up to 30 days beyond the contract completion date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 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 nine (9) years.

(End of Clause)

C.5 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

☒ 852.203–70, Commercial Advertising.

☐ 852.209–70, Organizational Conflicts of Interest.

☐ 852.211–70, Equipment Operation and Maintenance Manuals.

☐ 852.214–71, Restrictions on Alternate Item(s).

☐ 852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

☐ 852.214–73, Alternate Packaging and Packing.

☐ 852.214–74, Marking of Bid Samples.

☒ 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.

☒ 852.215–71, Evaluation Factor Commitments.

☐ 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.

☐ 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.

☐ 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.

- ☐ 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
- ☐ 852.216–75, Economic Price Adjustment—Fuel Surcharge.
- ☒ 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
- ☐ 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- ☐ 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- ☐ 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- ☐ 852.228–70, Bond Premium Adjustment.
- ☐ 852.228–71, Indemnification and Insurance.
- ☐ 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- ☒ 852.232–72, Electronic Submission of Payment Requests.
- ☒ 852.233–70, Protest Content/Alternative Dispute Resolution.
- ☒ 852.233–71, Alternate Protest Procedure.
- ☐ 852.237–70, Indemnification and Medical Liability Insurance.
- ☒ 852.246–71, Rejected Goods.
- ☐ 852.246–72, Frozen Processed Foods.
- ☐ 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- ☒ 852.270–1, Representatives of Contracting Officers.
- ☐ 852.271–72, Time Spent by Counselee in Counseling Process.
- ☐ 852.271–73, Use and Publication of Counseling Results.
- ☐ 852.271–74, Inspection.
- ☐ 852.271–75, Extension of Contract Period.
- ☐ 852.273–70, Late Offers.
- ☐ 852.273–71, Alternative Negotiation Techniques.
- ☐ 852.273–72, Alternative Evaluation.
- ☐ 852.273–73, Evaluation—Health-Care Resources.
- ☐ 852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

[] 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.6 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

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

(b) The program consists of:

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

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

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

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

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

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

(End of Clause)

C.7 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of Clause)

C.8 VAAR 852.219-76 SUBCONTRACTING PLANS MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement.

(b) Accordingly, any contract resulting from this solicitation will include these clauses, unless the contract is awarded to a small business concern. The Contractor is advised in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing the Contractor's compliance with the plan, including reviewing the Contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding the Contractor's compliance with this requirement.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor compliance with the subcontracting plan.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A – VA Facilities EMDS 2.0 - 36C10B22R0118

Attachment B - Price Schedule EMDS 2.0 - 36C10B22R0118

Attachment C – Small Business Subcontracting Plan EMDS 2.0 - 36C10B22R0118

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019

E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or

Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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"—

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—

(1) 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.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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 Products and Commercial Services, have been entered or

updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a*

small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

126; and

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

(d) Representations required to implement provisions of Executive Order 12466- (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.

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

(ii) 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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.

Country of Origin

[List as necessary]

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

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

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No. Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No.

Country of Origin

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) 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.

§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. §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. §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).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
<div></div>	<div></div>
<div></div>	<div></div>

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations; (2)(iii));

(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))

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute

the certification in paragraph (k)(1) or (k)
(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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 CFR1.6049-4; Other *Common parent*.

Offeror is not owned or controlled

by a common parent; Name and

TIN of common parent:

Name _____. TIN _.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an

inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail 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 the threshold at FAR 25.703-2(a)(2) 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

(2) If the Offeror indicates "has" in paragraph (p)(1) of this

provision, enter the following information: Immediate owner

CAGE code: _____.

Immediate owner legal

name: _____. (Do not use a "doing business as" name)

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

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

Highest-level owner CAGE

code: _____. Highest-level owner legal name: _____. (Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that–

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

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

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

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

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

Predecessor CAGE

code: (or mark

"Unknown").

Predecessor legal

name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

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

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

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

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

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

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or

law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

232. (v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of three Firm-Fixed-Price contracts resulting from this solicitation.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown NJ 07724

Mailing Address:
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown NJ 07724

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

(End of Provision)

E.7 BASIS FOR AWARD

- A. BASIS FOR AWARD. Awards will be made for three contracts based on the following process: Award for 50 percent of the line item quantities will be made to the lowest priced technically acceptable proposal. Award for 40 percent of the line item quantities will be made to the second lowest priced, technically acceptable proposal and award for the remaining 10 percent of the line item quantities will be made to the third lowest priced technically acceptable offer. To receive consideration for award, a rating of Acceptable must be achieved for the Technical Factor. The Government intends to award three contracts but reserves the right to make a single contract award. The Government will evaluate price by adding the total of all line item prices, including all options. The total evaluated price will be that sum. After award of the contracts the Government does anticipate changes in the quantities of line items for all contracts in order to mitigate coverage issues and accommodate changes in employee requirements in accordance with Performance Work Statement paragraph 5.8.2, "End User Adjustments."

The specific locations for the transition of lines/services to the new contracts will be determined by the contracting officer's representative (COR) after award and will consider the following factors:

- a. To the maximum extent possible, the COR may choose to keep as many lines of service as possible with the incumbent wireless services contractor up to the award percentages delineated above.
- b. Following the transition of services to the incumbent wireless service contractors, where applicable, the COR will allocate the remaining lines of service/locations to the new contractors after it has been determined that the coverage for the specific locations are acceptable. Prior to the transition of services, the awardees may be required to provide test devices to ensure reliable coverage prior to transitioning the users' devices to the new contractor's network.

B. FACTORS TO BE EVALUATED

1. Technical
2. Price

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 whether the proposal demonstrates a clear understanding of the technical features involved in meeting the solicitation requirements and whether the Offeror's methods and approach have adequately and completely considered, defined and satisfied the requirements in 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.

E.8 PROPOSAL SUBMISSION INTRUCTIONS

1. INTRODUCTION

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via email to kyle.maccia@va.gov and debra.clayton2@va.gov in the files set forth below. The Offeror's proposal shall consist of three (3) volumes. The Volumes are I –Technical, II – Price, and III - Solicitation, Offer and Award Documents and Certifications/Representations. The use of hyperlinks or embedded attachments in proposals is prohibited.

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	20 pages
Volume II	Price	Price.xls	None
Volume III	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms and Attachment A - VA Facilities EMDS 2.0 - 36C10B22R 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.

See also FAR 52.212-1, Instructions to Offerors – Commercial Items.

(i) VOLUME I – TECHNICAL FACTOR.

Offerors shall propose a detailed approach that addresses the following:

1. Provide completed Attachment A - VA Facilities EMDS 2.0 - 36C10B22R0118, Column F, Signal Strength. Describe your ability to provide and ensure reliable minimum 4G mobile wireless service coverage to at least 90% of the Service Delivery Points (SDPs) identified in Performance Work Statement (PWS), Attachment A- VA Facilities. Reliable service coverage is defined as signal strength, reported in decibel-milliwatts (dBm), of not to exceed -110 dBm in all exterior locations on the property. Signal strength measurements shall be in terms of Reference Signal Received Power (RSRP), Received Signal Code Power (RSCP) or other equivalent, technology-specific measurement (measured or converted to dBm) in accordance with PWS paragraph 5.8, Voice and Data Coverage.
2. Describe your technical approach to responding to and remediating external and internal coverage issues within the required timeframe, as described in PWS paragraph 5.8, Voice and Data Coverage for the Service Delivery Points and surrounding areas listed in the Solicitation, Section D, Attachment A - VA Facilities EMDS 2.0 - 36C10B22R0118.
3. Describe how you would support transition of end user devices from incumbent contractors and how you will ensure the transition is complete prior to October 31, 2022 in accordance with PWS paragraph 5.1.2, Transition Requirements.
4. Describe your approach to meeting the requirement to provide 5% seed stock in accordance with PWS paragraph 5.5, Seed Stock.
5. Describe your approach to meeting the Device Recycle/E-Cycle requirement in accordance with PWS paragraph 5.12, Device Recycling/E-Cycle.
6. Describe your approach to meeting PWS paragraph 5.13.3, Public Safety Network requirement.
7. Describe your approach to meeting PWS paragraph 5.13.1 National Emergency Wireless Services requirement.
8. Describe your approach to meeting PWS paragraph 5.8.1, Rural Health Mission and Rural Coverage Requirements.

9. Describe your approach to meeting PWS paragraph 5.18, Management Portal and Reporting.

(ii) VOLUME II – PRICE FACTOR

The Offeror shall complete Attachment B - Price Schedule EMDS 2.0 - 36C10B22R0118.

Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two (2) decimal places and requires the unit prices and total prices to be displayed as two (2) decimal places. Offerors shall ensure that the two (2) digit unit price multiplied by the item quantity equals the two (2) digit total item price (there should be no rounding).

(iii) VOLUME III - 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.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated.
- c. Completed Attachment C – Small Business Subcontracting Plan or copy of fully executed Commercial Subcontracting Plan.

Offerors are hereby advised that any Offeror-imposed terms and conditions and/or assumptions 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.