

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 96	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-15-Q-0345	
6. SOLICITATION ISSUE DATE 7/22/15		7. FOR SOLICITATION INFORMATION CALL: a. NAME Justin Helfman, Contract Specialist		b. TELEPHONE NO. (No Collect Calls) 732-795-1119		8. OFFER DUE DATE/LOCAL TIME 7/28/15 12PM EST	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way  Eatontown NJ 07724				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541519 SIZE STANDARD: \$27.5M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO See Section B			
16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way  Eatontown NJ 07724				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				DEBRA G. CLAYTON			

## Table of Contents

<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS.....</b>	<b>4</b>
B.1 CONTRACT ADMINISTRATION DATA .....	4
B.2 GOVERNING LAW CLAUSE .....	5
B.3 SUBCONTRACTING COMMITMENTS - MONITORING AND COMPLIANCE.....	5
B.4 PRICE/DELIVERY SCHEDULE .....	6
B.4 PERFORMANCE WORK STATEMENT .....	25
<b>1.0 BACKGROUND .....</b>	<b>25</b>
<b>2.0 APPLICABLE DOCUMENTS .....</b>	<b>26</b>
<b>3.0 SCOPE OF WORK .....</b>	<b>28</b>
<b>4.0 PERFORMANCE DETAILS .....</b>	<b>28</b>
4.1 PERFORMANCE PERIOD .....	28
4.2 PLACE OF PERFORMANCE .....	29
4.3 TRAVEL.....	29
<b>5.0 SPECIFIC TASKS AND DELIVERABLES.....</b>	<b>30</b>
5.1 EVENT MANAGEMENT SERVICES - EVENT MANAGEMENT WEB-BASED SOFTWARE AS A SERVICE .....	30
5.1.1 POST AWARD KICKOFF MEETING .....	31
5.1.2 REPORTING REQUIREMENTS.....	31
5.1.3 CONTRACTOR SECURITY CONTROL ASSESSMENT (CSCA).....	31
5.2 ONLINE TRAINING TOOLS/GUIDES .....	32
5.3 TECHNICAL SUPPORT/HELP DESK – REMOTE.....	32
5.4 TECHNICAL SUPPORT/HELP DESK – ONSITE .....	33
5.5 ADVANCED MOBILE APPLICATION (OPTIONAL) .....	34
<b>6.0 GENERAL REQUIREMENTS.....</b>	<b>35</b>
6.1 ENTERPRISE AND IT FRAMEWORK.....	35
6.2 METHOD AND DISTRIBUTION OF DELIVERABLES.....	35
6.3 PERFORMANCE METRICS .....	35
6.4 FACILITY/RESOURCE PROVISIONS .....	36
6.5 GOVERNMENT FURNISHED PROPERTY.....	36
ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED .....	37
ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE .....	42
<b>SECTION C - CONTRACT CLAUSES.....</b>	<b>47</b>
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	47
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015) .....	47
C.3 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989).....	54
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)...	54
C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) .....	54

C.6 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992) .....	54
<b>C.7 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)</b> .....	55
<b>C.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)</b> .....	56
C.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) .....	56
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	57
<b>SECTION E - SOLICITATION PROVISIONS</b> .....	58
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	58
E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) .....	58
E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012) .....	60
E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	61
E.4 52.216-1 TYPE OF CONTRACT (APR 1984) .....	62
E.5 52.217-5 EVALUATION OF OPTIONS (JUL 1990).....	62
E.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014).....	62
E.7 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	67
E.8 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009).....	67
E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) .....	69
E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) .....	69
E.11 BASIS FOR AWARD .....	69
E.12 FACTORS TO BE EVALUATED .....	70
E.13 EVALUATION APPROACH .....	70
E.14 QUOTE SUBMISSION.....	71
<b>1.1 GENERAL - Required core capabilities:</b> .....	74
<b>1.2 GRAPHICAL USER INTERFACE (GUI) - Required core capabilities:</b> .....	77
<b>1.3 REGISTRATION Required core capabilities:</b> .....	79
<b>1.4 AGENDA Required core capabilities:</b> .....	80
<b>1.5 SCHEDULING - Required core capabilities:</b> .....	83
<b>1.6 COMPATIBILITY SCORING - Required core capabilities:</b> .....	85
<b>1.7 COMMUNICATIONS AND ALERTS - Required core capabilities:</b> .....	86
<b>1.8 MONITORING AND DECISION SUPPORT - Required core capabilities:</b> .....	87
<b>1.9 NATIVE MOBILE APPLICATION - Required core capabilities:</b> .....	91

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 0010B

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:

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other [in accordance with the Delivery Schedule set forth in Schedule B]

4. GOVERNMENT INVOICE ADDRESS: Any invoices that cannot be accepted by VA through Electronic invoices may be mailed to the following address (The mailing address is only provided for use if any of the conditions in 852.232-70(e) apply):

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

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

AMENDMENT NO

DATE

_____	_____
_____	_____
_____	_____

5. PURCHASE ORDER NUMBER (FOR BILLING PURPOSES):

## **B.2 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. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 et seq.), the Anti-Deficiency Act (31 U.S.C. § 1341 et seq.), the Competition in Contracting Act (41 U.S.C. § 3301 et seq.), the Prompt Payment Act (31 U.S.C. § 3901 et seq.), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

## **B.3 SUBCONTRACTING COMMITMENTS - MONITORING AND COMPLIANCE**

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined

in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

#### B.4 PRICE/DELIVERY SCHEDULE

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	<p>Event Management Services - Event Management Web-Based Software As A Service shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.1 and all its subparagraphs.</p> <p>Due within 30 days of award and shall be available for use throughout the base period of performance.</p>	1	LO	\$	\$
0001AA	<p>Kickoff Meeting Agenda IAW PWS paragraph 5.1.1.</p> <p>Due one (1) day prior to kickoff meeting</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001AB	<p>Kickoff Meeting Minutes IAW PWS paragraph 5.1.1.</p> <p>Due 24 hours after the kickoff meeting.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP
0001AC	<p>Bi-monthly Status Report (MSR) IAW PWS paragraph 5.1.2.</p> <p>Due the fifth (5<sup>th</sup>) day of each month throughout the period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0001AD	<p>After Action Report (AAR) IAW PWS paragraph 5.1.2.</p> <p>Due five (5) days prior to the end of the base period</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001AE	<p>Completed CSCA Questionnaire IAW PWS paragraph 5.1.3.</p> <p>Due thirty (30) days from award.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP
0002	<p><b>Travel</b></p> <p>IAW PWS Section 4.3</p> <p>Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates IAW the Federal Travel Regulation.</p> <p>The Contractor's fixed handling rate, as set forth herein, may be applied to the billable travel cost.</p> <p>Profit shall not be applied. Travel shall be approved by the COR in advance and in writing.</p> <p>The fixed handling rate on travel is _%</p>	1	LT		NTE \$28,730.00



	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0003	<p>Online Training Tools/Guides shall be provided IAW PWS paragraph 5.2.</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.2.</p> <p>Period of Performance shall be 8 months from date of award.</p>	1	LO	\$	\$
0004	<p>Technical Support/Help Desk - Remote</p> <p>This FFP CLIN includes all labor, material and other costs required for the successful completion of the services detailed in PWS paragraph 5.3.</p> <p>Period of Performance shall be 8 months from date of award.</p>	8	MO	\$	\$
0004AA	<p>Recommended Future Improvements IAW PWS paragraph 5.3</p> <p>Due five (5) days prior to end of the base period.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0004AB	<p>Remote Technical Support Standard and Adhoc Reports IAW PWS paragraph 5.3</p> <p>Due within one (1) hour of request.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0004AC	<p>Remote Technical Support Weekly Help Desk Reports with Metrics IAW PWS paragraph 5.3</p> <p>Due each Monday at 12PM EST for the previous week. If Monday falls on a holiday than report will be due the next business day.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0005	<p>Technical Support/Help Desk – Onsite IAW PWS Paragraph 5.4</p> <p>This is a T&amp;M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.1</p> <p>Period of Performance (PoP): 8 months from date of award</p> <p>All loaded hourly labor rates shall be IAW Attachment L entitled, ‘Pricing Spreadsheet’. Attachment L is incorporated into the resulting contract and shall establish the Contractor’s loaded hourly T&amp;M rates. These loaded hourly T&amp;M rates reflect the maximum rates that the Contractor can invoice.</p>	1	LO	\$NTE	\$NTE
0005AA	<p>On-Site Technical Support Standard and Adhoc Reports IAW PWS paragraph 5.4</p> <p>Due within one (1) hour of request.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0005AB	<p>On-Site Technical Support Weekly Help Desk Reports with Metrics IAW PWS paragraph 5.4</p> <p>Due each Monday at 12PM EST for the previous week. If Monday falls on a holiday than report will be due the next business day.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0006	<p>OPTIONAL TASK Advanced Mobile Application IAW PWS paragraph 5.5</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS 5.5</p> <p>This option may be exercised in accordance with FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item</p>	1	LO	\$	\$

	BASE PERIOD				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0006AA	<p>Advanced Mobile Application screen shots, mock ups and wire diagrams IAW PWS paragraph 5.5</p> <p>Due 15 days after exercise of optional task.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP

	OPTION PERIOD 1				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	<p>Event Management Services - Event Management Web-Based Software As A Service shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.1 and all its subparagraphs.</p> <p>Period of Performance (PoP): 12 months commencing the first day after expiration of the Base Period.</p>	1	LO	\$	\$
1001AA	<p>Bi-monthly Status Report (MSR) IAW PWS paragraph 5.1.2.</p> <p>Due the fifth (5<sup>th</sup>) day of each month throughout the Option Period 1 period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
1001AB	<p>After Action Report (AAR) IAW PWS paragraph 5.1.2.</p> <p>Due five (5) days prior to the end of option period 1.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	OPTION PERIOD 1				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001AC	<p>Completed CSCA Questionnaire IAW PWS paragraph 5.1.3.</p> <p>Due thirty (30) days from exercise of Option Period 1.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP
1002	<p><b>Travel</b></p> <p>IAW PWS Section 4.3</p> <p>Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates IAW the Federal Travel Regulation.</p> <p>The Contractor's fixed handling rate, as set forth herein, may be applied to the billable travel cost.</p> <p>Profit shall not be applied. Travel shall be approved by the COR in advance and in writing.</p> <p>The fixed handling rate on travel is _%</p>	1	LT		NTE \$44,118.40

	OPTION PERIOD 1				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1003	<p>Technical Support/Help Desk - Remote</p> <p>This FFP CLIN includes all labor, material and other costs required for the successful completion of the services detailed in PWS paragraph 5.3.</p> <p>Period of Performance (PoP): 12 months commencing the first day after expiration of the Base Period.</p>	12	MO	\$	\$
1003AA	<p>Recommended Future Improvements IAW PWS paragraph 5.3</p> <p>Due five (5) days prior to end of option period 1.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP
1003AB	<p>Remote Technical Support Standard and Adhoc Reports IAW PWS paragraph 5.3</p> <p>Due within one (1) hour of request.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP



	OPTION PERIOD 1				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1003AC	<p>Remote Technical Support Weekly Help Desk Reports with Metrics IAW PWS paragraph 5.3</p> <p>Due each Monday at 12PM EST for the previous week. If Monday falls on a holiday than report will be due the next business day.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
<b>1004</b>	<p>Technical Support/Help Desk – Onsite IAW PWS Paragraph 5.4</p> <p>This is a T&amp;M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.1</p> <p>Period of Performance (PoP): 12 months commencing the first day after expiration of the Base Period.</p> <p>All loaded hourly labor rates shall be IAW Attachment L entitled, ‘Pricing Spreadsheet’. Attachment L is incorporated into the resulting contract and shall establish the Contractor’s loaded hourly T&amp;M rates. These loaded hourly T&amp;M rates reflect the maximum rates that the Contractor can invoice.</p>	1	LO	\$NTE	\$NTE

	OPTION PERIOD 1				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1004AA	<p>On-Site Technical Support Standard and Adhoc Reports IAW PWS paragraph 5.4</p> <p>Due within one (1) hour of request.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
1004AB	<p>On-Site Technical Support Weekly Help Desk Reports with Metrics IAW PWS paragraph 5.4</p> <p>Due each Monday at 12PM EST for the previous week. If Monday falls on a holiday than report will be due the next business day.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP

	OPTION PERIOD 1				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1005	<p>OPTIONAL TASK Advanced Mobile Application IAW PWS paragraph 5.5</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS 5.5</p> <p>This option may be exercised in accordance with FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item</p>	1	LO	\$	\$

	OPTION PERIOD 2				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	<p>Event Management Services - Event Management Web-Based Software As A Service shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 5.1 and all its subparagraphs.</p> <p>Period of Performance (PoP): 12 months commencing the first day after expiration of Option Period 1.</p>	1	LO	\$	\$

	OPTION PERIOD 2				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001AA	<p>Bi-monthly Status Report (MSR) IAW PWS paragraph 5.1.2.</p> <p>Due the fifth (5<sup>th</sup>) day of each month throughout the Option Period 2 period of performance.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
2001AB	<p>After Action Report (AAR) IAW PWS paragraph 5.1.2.</p> <p>Due five (5) days prior to the end of option period 2.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP
2001AC	<p>Completed CSCA Questionnaire IAW PWS paragraph 5.1.3.</p> <p>Due thirty (30) days from exercise of Option Period 2.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP

	OPTION PERIOD 2				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2002	<p><b>Travel</b></p> <p>IAW PWS Section 4.3</p> <p>Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates IAW the Federal Travel Regulation.</p> <p>The Contractor's fixed handling rate, as set forth herein, may be applied to the billable travel cost.</p> <p>Profit shall not be applied. Travel shall be approved by the COR in advance and in writing.</p> <p>The fixed handling rate on travel is _%</p>	1	LT		NTE \$44,118.40
2003	<p>Technical Support/Help Desk - Remote</p> <p>This FFP CLIN includes all labor, material and other costs required for the successful completion of the services detailed in PWS paragraph 5.3.</p> <p>Period of Performance (PoP): 12 months commencing the first day after expiration of Option Period 1.</p>	12	MO	\$	\$

	OPTION PERIOD 2				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2003AA	<p>Recommended Future Improvements IAW PWS paragraph 5.3</p> <p>Due five (5) days prior to end of option period 1.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	NSP	NSP
2003AB	<p>Remote Technical Support Standard and Adhoc Reports IAW PWS paragraph 5.3</p> <p>Due within one (1) hour of request.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP

	OPTION PERIOD 2				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2003AC	<p>Remote Technical Support Weekly Help Desk Reports with Metrics IAW PWS paragraph 5.3</p> <p>Due each Monday at 12PM EST for the previous week. If Monday falls on a holiday than report will be due the next business day.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
<b>2004</b>	<p>Technical Support/Help Desk – Onsite IAW PWS Paragraph 5.4</p> <p>This is a T&amp;M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.1</p> <p>Period of Performance (PoP): 12 months commencing the first day after expiration of Option Period 1.</p> <p>All loaded hourly labor rates shall be IAW Attachment L entitled, ‘Pricing Spreadsheet’. Attachment L is incorporated into the resulting contract and shall establish the Contractor’s loaded hourly T&amp;M rates. These loaded hourly T&amp;M rates reflect the maximum rates that the Contractor can invoice.</p>	1	LO	\$NTE	\$NTE

	OPTION PERIOD 2				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2004AA	<p>On-Site Technical Support Standard and Adhoc Reports IAW PWS paragraph 5.4</p> <p>Due within one (1) hour of request.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
2004AB	<p>On-Site Technical Support Weekly Help Desk Reports with Metrics IAW PWS paragraph 5.4</p> <p>Due each Monday at 12PM EST for the previous week. If Monday falls on a holiday than report will be due the next business day.</p> <p>Electronic Submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP



	OPTION PERIOD 2				
LINE ITEM	DELIVERABLE DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2005	<p>OPTIONAL TASK Advanced Mobile Application IAW PWS paragraph 5.5</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS 5.5</p> <p>This option may be exercised in accordance with FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item</p>	1	LO	\$	\$

## B.4 PERFORMANCE WORK STATEMENT

### 1.0 BACKGROUND

The mission of the Department of Veterans Affairs' (VA), Office of Small and Disadvantaged Business Utilization (OSDBU) is to assist Service Disabled Veterans Owned Small Businesses (SDVOSBs), Veteran Owned Small Businesses (VOSB), Small Disadvantaged Businesses, HUBZone Businesses, and Woman-Owned Small Businesses to add value to the work of VA. OSDBU provides outreach and liaison support to businesses (small and large) and other members of the public and private sectors concerning Small Business Acquisition issues. OSDBU is responsible for monitoring VA implementation and execution of the socioeconomic programs and provides numerous outreach services for Veterans and service-disabled Veterans who seek to open or expand a business. OSDBU is the verification authority responsible for investigating and adjudicating the background of applicants to determine their eligibility as a SDVOSB or VOSB to participate in the Veterans First Contracting Program. OSDBU also spearheads initiatives to maximize business opportunities for SDVOSB/VOSB and small businesses by synchronizing critical resources through extensive marketing, counseling, and training. OSDBU also provides policy guidance, direction, and education to the VA acquisition community to assist in the implementation of the VA Small Business Program.

To meet its core mission and objectives, OSDBU requires a Commercial-off-the-Shelf (COTS), SaaS solution to provide an end-to-end customizable web-based Event Management Service (EMS) for Direct Access Program (DAP) events, as well as national, regional and local events. DAP events bring Small Businesses (SB), together with Procurement Decision Makers (PDM), from government and industry. The goal is to facilitate a meaningful dialogue and to identify business opportunities for SB's across VA, Department of Defense and other federal agencies as well as commercial entities. One of the most critical components of the DAP is the National Veterans Small Business Engagement (NVSBE).

NVSBE is OSDBU's premiere event under the DAP as it seeks to provide access to procurement opportunities for the Veteran and other small business communities. The NVSBE is structured and tailored to enable the maximum number of VOSB's to build relationships with PDM's resulting in the

eventual award of contracts to the targeted community. Rather than leaving it up to the individual attendees to seek out particular activities on an ad hoc basis during the event, OSDBU will leverage the EMS SaaS solution and native mobile application to ensure each activity is pre-planned and scheduled based on the selections and objective criteria collected from each attendee during the registration processes prior to the event.

The EMS SaaS solution will allow all participants to register for events, build a customizable profile, display an agenda, create business opportunity profiles, view business opportunities, display compatibility, build, and publish a schedule. Access to the EMS SaaS solution shall be provided via web-based and native mobile application. The native mobile application shall be compatible with Google Android and Apple IOS operating systems. The EMS SaaS web-enabled solution must also operate in Safari, Internet Explorer, Chrome, and Firefox, web browsers and micro-browsers. The EMS SaaS solution and native mobile application shall both publish and consume information via standard web services interfaces or Application Programming Interface (API).

## 2.0 APPLICABLE DOCUMENTS

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

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
8. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www1.va.gov/vapubs/>
9. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www1.va.gov/vapubs/>
10. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
11. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
12. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000
13. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
14. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
15. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
16. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
17. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, , 2012
18. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," September 20, 2012
19. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010

20. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
21. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
22. VA Handbook, 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
23. VA Handbook 6500.6, "Contract Security," March 12, 2010
24. Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
25. National Institute Standards and Technology (NIST) Special Publications (SP)
26. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
27. VA Directive 6300, Records and Information Management, February 26, 2009
28. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
29. OMB Memorandum, "Transition to IPv6", September 28, 2010
30. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, February 17, 2011
31. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 20, 2014
32. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
33. 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
34. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
35. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
36. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
37. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
38. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
39. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
40. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
41. NIST Special Publication 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
42. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
43. 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>)
44. VA Memorandum, VAIQ # 7011145, VA Identity Management Policy, June 28, 2010 (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
45. 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>)
46. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, October 1, 2013
47. OMB Memorandum M-08-05, "Implementation of Trusted Internet Connections (TIC), November 20, 2007
48. OMB Memorandum M-08-23, Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008

49. VA Memorandum, VAIQ #7497987, Compliance – Electronic Product Environmental Assessment Tool (EPEAT) – IT Electronic Equipment, August 11, 2014 (reference Document Libraries, EPEAT/Green Purchasing Section, <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=552>)
50. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
51. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
52. Executive Order 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” October 5, 2009
53. Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” January 24, 2007
54. Executive Order 13221, “Energy-Efficient Standby Power Devices,” August 2, 2001
55. VA Directive 0058, “VA Green Purchasing Program”, July 19, 2013
56. VA Handbook 0058, “VA Green Purchasing Program”, July 19, 2013

### 3.0 SCOPE OF WORK

The Contractor shall provide a customizable COTS end-to-end, intuitive, and user friendly web-based EMS SaaS solution with integrated native mobile application. The Contractor shall provide all personnel, equipment, tools, and materials, supervision, and other items and services necessary to perform the work as defined in this PWS. The EMS SaaS solution shall operate in Safari, Internet Explorer, Chrome, and Firefox web browsers and micro-browsers, and must be able to both publish and consume information via standard web services interfaces or API. The native mobile application solution shall be compatible with Google Android and Apple IOS operating systems and must be able to both publish and consume information via standard web services interfaces API.

### 4.0 PERFORMANCE DETAILS

#### 4.1 PERFORMANCE PERIOD

The period of performance shall be eight months from date of award followed by two 12-month option periods.

There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

New Year's Day	January 1
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	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

## 4.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed at Contractor facilities and designated event locations outlined in section 4.3.

## 4.3 TRAVEL

The Government anticipates travel under this effort in the base period and two option periods to support the DAP events set forth below as well as to attend program-related meetings or conferences throughout the period of performance. Travel shall be in accordance with the Federal Travel Regulations (FTR) and requires advanced concurrence by the Contracting Officer's Representative (COR).

Contractor travel within the local commuting area will not be reimbursed. The total estimated number of trips in support of this effort during the base period and option periods is estimated at 15 roundtrips as listed in the following tables:

<b>Base Year: Destination and purpose of Trip Date of Award through April 30, 2016</b>	<b>Duration (days)</b>	<b>Persons/ Trip</b>	<b>Estimated number of Round Trips</b>
2015 NAC DAP EVENT, CHICAGO, Illinois	2	2	1 each
2015 DAP EVENT, UTAH	2	2	1 each
2015 DAP EVENT, BOSTON, Massachusetts	2	2	1 each
2015 NVSBE SITE SURVEY, PITTSBURGH, Pennsylvania (PA)	1	2	1 each
2015 NVSBE, PITTSBURGH, PA	4	7	1 each
<b>Total estimated trips during base period</b>			<b>5</b>

<b>Option Year 1 Destination and purpose of Trip May 1, 2016 – April 30, 2017</b>	<b>Duration (days)</b>	<b>Persons/ Trip</b>	<b>Estimated number of Round Trips</b>
2016 NAC DAP EVENT, location to be determined (TBD)	2	2	1 each
2016 DAP EVENT, location TBD	2	2	1 each
2016 DAP EVENT, location TBD	2	2	1 each
2016 NVSBE SITE SURVEY, location TBD	1	2	1 each
2016 NVSBE, location TBD	4	7	1 each
2016 NAC DAP EVENT, location to be determined (TBD)	2	2	1 each

2016 DAP EVENT, location TBD	2	2	1 each
2016 DAP EVENT, location TBD	2	2	1 each
2016 DAP EVENT, location TBD	2	2	1 each
2016 DAV EVENT, location TBD	2	2	1 each
<b>Total estimated trips for Option Period One</b>			<b>10</b>

<b>Option Year 2 Destination and purpose of Trip May 1, 2017 – April 30, 2018</b>	<b>Duration (days)</b>	<b>Persons/ Trip</b>	<b>Estimated number of Round Trips</b>
2017 NAC DAP EVENT, location TBD	2	2	1 each
2017 DAP EVENT, location TBD	2	2	1 each
2017 DAP EVENT, location TBD	2	2	1 each
2017 NVSBE SITE SURVEY, location TBD	1	2	1 each
2017 NVSBE, location TBD	4	7	1 each
2017 NAC DAP EVENT, location to be determined (TBD)	2	2	1 each
2017 DAP EVENT, location TBD	2	2	1 each
2017 DAP EVENT, location TBD	2	2	1 each
2017 DAP EVENT, location TBD	2	2	1 each
2017 DAV EVENT, location TBD	2	2	1 each
<b>Total estimated trips for Option Year Two</b>			<b>10</b>

## **5.0 SPECIFIC TASKS AND DELIVERABLES**

### **5.1 EVENT MANAGEMENT SERVICES - EVENT MANAGEMENT WEB-BASED SOFTWARE AS A SERVICE**

The Contractor shall provide an EMS web-based SaaS solution with integrated native mobile application fully functional and available to support DAP events for up to 20,000 users within 30 days of contract award.

The Contractor shall provide all core features for the EMS SaaS solution with integrated native mobile application as outlined in Attachment B.

The EMS SaaS solution shall guarantee a 99.96% uptime access to content, provide back-up and continuity of operations (COOP) and enable mobile access via iPad, tablets, and Smartphones from anywhere at any time. The EMS SaaS solution must support the interface to other systems, including native mobile applications through a standard API or common web services. The Contractor shall make available the Mobile Application Registration on Google Marketplace and iOS App Store at least five days prior to public release of the mobile app.

The Contractor shall be accessible via telephone, email, Instant Messaging.

#### **5.1.1 POST AWARD KICKOFF MEETING**

The Contractor shall hold a Post-award Kickoff meeting within three business days after contract award. The Contractor shall specify dates, location (can be virtual), agenda (shall be provided one calendar day prior to the meeting), and meeting minutes (shall be provided to all attendees not later than 24 hours after the kickoff meeting). The Contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), Contracting Officer's Representative (COR), and the VA Program Manager.

##### **Deliverables:**

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

#### **5.1.2 REPORTING REQUIREMENTS**

- A. The Contractor shall provide the COR with Bi-monthly Status Reports (i.e., twice per month) in electronic form in Microsoft Word and Project formats.

The Bi-monthly Status 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. 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.

- B. The Contractor shall provide an After Action Report (AAR) five days prior to the end of the base period and each option period (if exercised). The AAR will serve as a closeout report to help identify problem areas for continuous improvements to the system. At a minimum, the draft and final AAR must contain the following elements:
  - 1. Executive Summary
  - 2. Overview of the EMS SaaS Solution
  - 3. Major Strengths
  - 4. User Statistics
  - 5. Areas requiring improvements

##### **Deliverables:**

- A. Bi-monthly Status Report (MSR)
- B. After Action Report (AAR)

#### **5.1.3 CONTRACTOR SECURITY CONTROL ASSESSMENT (CSCA)**

For service that involves the storage, generating, processing, transmitting, or exchanging of VA data and information but does not require A&A or a Memorandum of Understanding-Interconnection Service



Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR, with the first CSCA due within thirty days of contract award

**Deliverables:**

- A. Completed CSCA Questionnaire

## 5.2 ONLINE TRAINING TOOLS/GUIDES

The Contractor shall provide two instructor led webinars, training videos, and user guides, including Graphical User Interface (GUI) menu structure and navigation procedures, help resources, explanation of error messages, troubleshooting steps, and interaction with other applications as outlined in Attachment B. The webinars shall be completed five days prior to the EMS SaaS public release. Each webinar shall accommodate up to 60 participants. The Contractor shall provide Online user guides and Help resources (e.g. knowledgebase, frequently asked questions, tutorials, videos, online chat, social media integration, etc.). The online user guides and help resources shall be made available five days prior to the EMS SaaS Production Deployment/Release. The Contractor shall update training materials as needed to include revisions resulting from changes/enhancements to the EMS SaaS solution.

## 5.3 TECHNICAL SUPPORT/HELP DESK – REMOTE

- A. The Contractor shall provide technical support/help desk for password reset, user support, and other technical issues during the period of performance.
- B. The Contractor shall provide a toll-free telephone number and email address to be used for end user support. The Contractor shall respond within 24 hours from receipt of users' requests Monday through Friday, 7:00 a.m. to 5:00 p.m. Eastern Standard Time.
- C. The Contractor shall deliver a report on Recommended Future Improvements
- D. The Contractor shall provide copies of all Remote Technical Support Standard and Adhoc Reports in .CSV or .XLS format.
- E. The Contractor shall deliver weekly Remote Support Weekly Help Desk Reports with Metrics identifying:
  1. Number of Open/Closed Tickets
  2. Request type
  3. Submission type (email, phone, chat, walk-in)
  4. Response time
- F. The following table includes the required response times for Technical Support/Help Desk during regular business hours:

Priority	Issues	Response Time
P1 – Highest Priority	<ul style="list-style-type: none"> <li>• Major system that is off-line or not operational for all users</li> <li>• Major function or service is not operational for multiple users</li> <li>• Critical Technology issues during DAP or NVSBE event</li> </ul>	2 business hours
P2 – High Priority	<ul style="list-style-type: none"> <li>• Services or applications are not operational for a group of users (Examples: registration is down, mobile app down)</li> </ul>	4 business hours
P3 – Medium Priority	<ul style="list-style-type: none"> <li>• Services or applications are not operational for a few users (Veterans are not able to register for event can't schedule activities)</li> <li>• A major function or service within the EMS SaaS application</li> </ul>	2-3 business hours



	is not operational for a few users •A few users with an issue but still able to perform job function.	
P4 – Low Priority	<ul style="list-style-type: none"> <li>•A minor function is not operational for one or more users who can continue to use other application functions (Example: Can register, can view opportunities, can schedule activities but can't print or download schedule)</li> <li>•Requests for profile changes or business opportunity changes <ul style="list-style-type: none"> <li><input type="checkbox"/> Request for password changes or user identification login assistance</li> </ul> </li> <li>•Questions about system functionality</li> </ul>	30 minutes
P5 – Lowest Priority	<ul style="list-style-type: none"> <li>•Project requests (Examples: Improvements to software or system functionality)</li> </ul>	5 – 15 business days

**Deliverables:**

- A. Recommended Future Improvements
- B. Remote Technical Support Standard and Adhoc Reports
- C. Remote Technical Support Weekly Help Desk Reports with Metrics

**5.4 TECHNICAL SUPPORT/HELP DESK – ONSITE****Direct Access Program Event size Categories:**

Small – 30 or less small businesses with 1- 5 PDM's in attendance.

Medium – 30 to 100 small businesses and 5 - 7 PDM's in attendance.

Large – 100+ small businesses and 7+ PDM's in attendance.

The following estimate for onsite technical support is provided for planning purposes only. The Government will provide the Contractor an initial estimate of the number of required onsite technical personnel 1-15 days in advance of the scheduled event.

1. Small: Remote technical support personnel;
  2. Medium: Remote technical support personnel;
  3. Large support may require as stated below:
    - a. 100-300 participants may require 1 onsite technical support personnel
    - b. 301-600 participants may require 2 onsite technical support personnel
    - c. 601-1000 participants may require 3 onsite technical support personnel
    - d. 1001 and above participants may require a minimum of 5 onsite technical support personnel
    - e. 6000 participants may require 10 onsite personnel
- A. The Contractor shall provide onsite technical support/help desk for all NVSBE events for at least one event scheduled per year (See Section 4.3 for list of planned events). The

Contractor shall provide onsite technical/help desk support for large DAP events (at least two planned events per year).

- B. The Contractor shall provide all management, personnel, equipment, supplies and services necessary to perform all On-site technical/help desk support. The Contractor shall work closely with the COR to coordinate the scheduling of onsite technical support/help desk personnel to ensure adequate coverage prior to the start of and during each scheduled day of activities.
- C. The Contractor shall closely coordinate the activities of the remote help desk and onsite technical support/help desk to ensure synchronization and consistency in the delivery of services. The Contractor shall use the same toll free number and Email address for both onsite and remote support services.
- D. During a NVSBE or large event, the Contractor shall respond within 30 minutes from receipt of users' requests for registration, scheduling or profile assistance received via phone, email, or instant messaging. See Attachment B for specific capabilities required. The Contractor shall respond within no more than five minutes' wait time for walk-in assistance through on-site help-desk located in/or near registration area (as designated by the Government). Onsite Technical Support/Help Desk activities shall be reported in the Bi-monthly and AAR reports.
- E. The Contractor shall provide copies of all On-site Technical Support Standard and Adhoc Reports in .CSV or .XLS format.
- F. During events, the Contractor shall deliver daily On-site support/Help Desk Reports with metric identifying:
  - 1. Number of Open/Closed Tickets
  - 2. Request type
  - 3. Submission type (email, phone, chat, walk-in)
  - 4. Response time

**Deliverables:**

- A. On-site Technical Support Standard and Adhoc Reports
- B. On-site Support Weekly Help Desk Reports with Metrics

## **5.5 ADVANCED MOBILE APPLICATION (OPTIONAL)**

The solution shall have the capability to monitor access, verify attendance, and track activities of all attendees, enable event attendees to digitally exchange contact information and confirm attendance at sessions and exhibitor booths. The Contractor shall provide Advanced Mobile Application screen shots, mock ups and wire diagrams 15 days after optional task exercise notification. All advanced native mobile application capabilities outlined in Attachment B, 30 days from exercise of the optional task. The Contractor shall make available the Mobile Application Registration on Google Marketplace and iOS App Store at least five days prior to public release of the advanced mobile app.

**Deliverables:**

- A. Advanced Mobile Application screen shots, mock ups and wire diagrams

## 6.0 GENERAL REQUIREMENTS

### 6.1 ENTERPRISE AND IT FRAMEWORK

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directive issued by the Office of Management and Budget (OMB) on September 28, 2010 (<https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf>) & (<http://www.cybertelecom.org/dns/ipv6usg.htm>). IPv6 technology, in accordance with the USGv6: A Technical Infrastructure for USGv6 Adoption (<http://www.nist.gov/itl/antd/usgv6.cfm>) and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>), shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 users, including all internal infrastructure and applications shall communicate using native IPv6 operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services, in addition to OMB/VA memoranda, can be found at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

### 6.2 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

### 6.3 PERFORMANCE METRICS

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

Performance Objective	Performance Standard	Acceptable Performance Levels
A. Technical Needs	1. Shows understanding of requirements	Satisfactory or higher
	2. Efficient and effective in meeting requirements	
	3. Meets technical needs and mission requirements	
	4. Offers quality services/products	
A. Technical Needs	5. System availability	99.96% uptime
	6. Corrective action are immediately initiated and remedied within 24 hours.	99% of corrective actions
	7. Remote Technical Support response	Within 24 hours from receipt of users' requests
	8. On-site Technical Support response	1. Within 5 minutes for walk-in assistance

		through on-site help desk located in/or near registration area 2. Within 30 minutes from receipt of users' request received via phone, email or instant message..
B. Project Milestones and Schedule	1. Quick response capability 2. Products completed, reviewed, delivered in timely manner 3. Notifies customer in advance of potential problems	Satisfactory or higher
	4. Correct rejected deliverables within 24 hours	Corrected 99% of rejected deliverables within 24 hours
C. Project Staffing	1. Currency of expertise 2. Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
D. Value Added	1. Provided valuable service to Government 2. Services/products delivered were of desired quality	Satisfactory or higher

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

#### 6.4 FACILITY/RESOURCE PROVISIONS

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

#### 6.5 GOVERNMENT FURNISHED PROPERTY

Not applicable

## **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.

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.

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**

#### **A2.1. Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)**

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

#### **A3.1. Section 508 – Electronic and Information Technology (EIT) Standards**

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

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

x § 1194.41 Information, Documentation, and Support**A3.2. Equivalent Facilitation**

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

**A3.3. Compatibility with Assistive Technology**

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

**A3.4. Representation of Conformance**

In order to be considered eligible for award, offerors must submit the Government Product Accessibility Template (GPAT) to verify Section 508 conformance of their products and/or services. The GPAT will be incorporated into the resulting contract.

**A3.5. Acceptance and Acceptance Testing**

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include a final/updated GPAT and final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for 508 Compliance before delivery. The Contractor shall be able to demonstrate 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at

<http://www.section508.va.gov/section508/Resources.asp>.

Deliverable:

- A. Updated GPAT
- B. Final Section 508 Compliance Test Results

**A4.0 Physical Security & Safety Requirements:**

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

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate

designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

#### **A5.0 Confidentiality and Non-Disclosure**

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

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

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with

published procedures to protect the privacy and confidentiality of such information as required by VA.

7. Contractor must adhere to the following:
  - a. The use of “thumb drives” or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.
  - c. Recording, monitoring, and control of passwords and privileges.
  - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
  - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
  - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
  - h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
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 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” dated October 5, 2009; Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” dated January 24, 2007; Executive Order 13221, “Energy-Efficient Standby Power Devices,” dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, FEMP designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

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

1. Provide/use ENERGY STAR products, as specified at [www.energystar.gov/products](http://www.energystar.gov/products) (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at [www.femp.energy.gov/procurement](http://www.femp.energy.gov/procurement). The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.



3. Provide/use EPEAT registered products as specified at [www.epeat.net](http://www.epeat.net). At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists. The acquisition of Silver or Gold EPEAT registered products is encouraged over Bronze EPEAT registered products
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

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

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

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

## **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. 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.

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

### **B3. VA INFORMATION CUSTODIAL LANGUAGE**

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA 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 Contracting Officer within 30 days of termination of the contract.

4. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to 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. 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.

8. 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 contracting officer for response.

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

#### **B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT**

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

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

**NOT APPLICABLE**

#### **B6. SECURITY INCIDENT INVESTIGATION**

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the

designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.

b. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.

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

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

## **B7. LIQUIDATED DAMAGES FOR DATA BREACH**

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

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

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

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:
  - a) date of occurrence;
  - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

- 3) Number of individuals affected or potentially affected;
- 4) Names of individuals or groups affected or potentially affected;
- 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- 6) Amount of time the data has been out of VA control;
- 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8) Known misuses of data containing sensitive personal information, if any;
- 9) Assessment of the potential harm to the affected individuals;
- 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- 11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to 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) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* course (TMS #10176) and complete this required privacy and security training annually; Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems.

2) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

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

c. Failure to complete the mandatory annual training and 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.

## SECTION C - CONTRACT CLAUSES

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Apr 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-5	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS	MAY 1999
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	JAN 2014
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
1952.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

### C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

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

       (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

       (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

       (5) [Reserved]

  X   (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

       (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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 (Aug 2013) (31 U.S.C. 6101 note).

  X   (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

       (10) [Reserved]

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

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

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

       (ii) Alternate I (Jan 2011) of 52.219-4.

       (13) [Reserved]

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



- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_X\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_X\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_X\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_X\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- \_X\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_X\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_X\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_X\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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

\_X\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

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

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

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

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

\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_X\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

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

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

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

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

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

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
  - (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
  - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
  - (ix) 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.
  - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
  - (xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).
  - (xii) 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.)
  - (xiii) 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)
  - (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
  - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
  - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting officer may exercise the option by written notice to the contractor at any time during the contract performance, but in no instance, later than the contract expiration date. Delivery shall be in accordance with the Schedule.

(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 Order by written notice to the Contractor at any time during the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 30 days before the Order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this Order, including the exercise of any options under this clause, shall not exceed 32 months.

(End of Clause)

### **C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

### **C.6 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **C.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/ she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of each State required for performance through the period of performance. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of clause)

#### **C.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)



## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment A – Performance Metrics

Attachment B - Required Capabilities Summary

Attachment C – Definitions

Attachment D – Role Based Access Control

Attachment E - USER PROFILE

Attachment F - 2015 NVSBE Agenda Framework

Attachment G - EMS SaaS Demonstration Requirements

Attachment H - Pittsburgh Convention Center Floor Plans

Attachment I - Pittsburgh Convention Center Mtg. Space Worksheet

Attachment J - Pittsburgh Convention Center Capacity Charts

Attachment K - EMS SaaS Sample Data for Demo

Attachment L – Pricing Spreadsheet

## SECTION E - SOLICITATION PROVISIONS

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	MAR 2015
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION.	JUL 2013

### E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have o have not o, 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

### **E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

#### **E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a hybrid Firm-Fixed-Price/ Time-and-Materials contract resulting from this solicitation

(End of Provision)

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

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

(End of Provision)

#### **E.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

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

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

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

“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.

“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 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) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

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

(c) Representations.

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

(2) [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.



(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB 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)(5)(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.

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [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)(8)(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) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs

Technology Acquisition Center

23 Christopher Way

Eatontown NJ 07724

Mailing Address:

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

(End of Provision)

## **E.8 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, “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 (or eligible surviving spouses);

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

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

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

(2) “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).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

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

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

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

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

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

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

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

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

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

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

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

## **E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

## **E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

## **E.11 BASIS FOR AWARD**

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

## E.12 FACTORS TO BE EVALUATED

1. TECHNICAL
2. PRICE
3. PAST PERFORMANCE

## E.13 EVALUATION APPROACH

All quotes 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 quotes. The quote will be evaluated strictly in accordance with its written content. Quotes which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Additionally, Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

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

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

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

### 2. PRICE EVALUATION APPROACH.

- a. Firm Fixed-Price (FFP): The total evaluated FFP Price will be the sum of the total of all FFP line item prices, including all options.
- b. Time-and-Materials (T&M) Price: The Total Evaluated T&M Price will equal the sum of the total labor price. The total labor price will be calculated by multiplying the Offeror's proposed loaded hourly labor rate by the corresponding estimated labor hours for each labor category specified by the Government in the Price.xlsx Excel spreadsheet, found at "Attachment L - Pricing Spreadsheet" in Section D of the Solicitation. The Government will verify the Offeror's calculation of the Total Evaluated T&M Price.

### 3. PAST PERFORMANCE EVALUATION APPROACH.

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one who will be providing SaaS and/or whose subcontract is for more than 40% of the total proposed price. In either case, the prime contractor and

proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

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

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

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

## E.14 QUOTE SUBMISSION

### 1. INTRODUCTION

Offerors shall be registered as certified and verified Service Disabled Veteran-Owned Small Businesses in the Center for Veterans Enterprises' Vendor Information Pages. Quotes shall be submitted via email to [Christopher.Minetti@va.gov](mailto:Christopher.Minetti@va.gov); Justin.Helfman@va.gov and Debra.Clayton2@va.gov by the date and time required for receipt of quotations in Block 8 on the SF1449. Please note that file size is limited to less than 5 mb. If your file exceeds the size limit, please send multiple emails. in the files set forth below. The Offeror's quote shall consist of four (4) volumes. The Volumes are I -Technical, II – Price, III – Past Performance, and IV - Solicitation, Offer & Award Documents, Certifications & Representations. The use of hyperlinks in quotes is prohibited.

2. QUOTE 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. Quote page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's quote.

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 quote files may be compressed (zipped) into one file entitled "quote.zip" using WinZip version 6.2 or later version or the quote 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 quote 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 quote. 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	25
Volume II	Price	Price.xls	None
Volume III	Past Performance	Past Perf.pdf	None
Volume IV	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

The completed Attachment B, "Required Capabilities Summary" required as part of your technical volume is not included in the page count of the technical volume.

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

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



(i) VOLUME I – TECHNICAL FACTOR.

(1) Section 1 – Written Quote. Offerors shall propose a detailed approach that addresses the following:

a. A completed Attachment B, “Required Capabilities Summary” with the “Yes/No” column filled out to indicate whether or not your solution includes the required capability.

b. A clear description of the proposed approach for completing the requirements defined in PWS Paragraph 5.1 and Attachment B, “Required Capabilities Summary”. This description shall include a back-up and Continuity of Operations approach which will guarantee a 99.96% uptime availability for access via desktop, laptops, iPads, tablets, and Smartphones. The description shall also include the offeror’s technical approach to providing a compatibility scoring capability to determine a level of “fit” between small business (sellers) capabilities and the requirements/business opportunities of procurement decision makers (buyers).

c. Approach for providing online training, tools, and guides in accordance with (IAW) PWS paragraph 5.2. This description shall include, resource and management approach to deliver instructor led webinars, training videos, and online user guides.

d. Describe your understanding of the knowledge and technical proficiency required as related to a technical support/help desk IAW PWS paragraph 5.3.

e. Resource and management allocation approach to deliver on-site technical/help desk support for designated Direct Access Program and the National Small Business Engagement Event. The description shall include details on the offeror’s ability to adjust the size of the on-site technical/help desk support team up to the maximum estimates given IAW PWS paragraph 5.4.

f. The Offeror’s technical approach to monitoring access, verifying attendance, ability to track activities of all attendees, enable event attendees to digitally exchange contact information and confirm attendance at sessions and exhibitor booths at all NVSBE events IAW PWS paragraph 5.5.

g. The Offeror’s technical approach of delivering advance mobile application features and capabilities as outlined in PWS paragraph 5.5 and Attachment B within 30 days of exercise of the optional task.

(2) Section 2 – Structured Demonstration. This section shall respond to the following:

a. Each Offeror whose written quote is determined to be among the most highly rated shall provide a live, real-time, demonstration of the EMS SaaS solution as described in its quote (Offerors will be notified via email not more than two business days in advance of the specific date/time of their demonstration which will be determined at random). Please ensure the email address of the offeror’s point of contact for this email notification is clearly identified your written technical quote. The demonstration shall be conducted virtually by each Offeror, with each Offeror providing a useable link to the virtual demonstration within 24 hours of the specific date/time of their demonstration. All costs associated with the demonstration shall be borne by the Offeror and will not be reimbursed by the Government. The demonstration will occur over a period not to exceed four hours. Offerors do not have to use the entire

four hour time period allotted, but cannot exceed the allotted time period. Interactions between Offeror and Government personnel shall be limited during the demonstration.

b. The Offeror shall demonstrate that its solution meets the requirements described below in accordance with Attachment G, “EMS SaaS Demonstration Requirements”. The requirements shall be performed by the Offeror with VA personnel viewing each step in real-time. Note: When a scenario uses the term “demonstrate” this indicates that the Offeror will perform the steps involved. When the term “show” is used, this indicates simply displaying a result.

### 1.1 GENERAL - Required core capabilities:

Section	Demo Yes/ No	Requirements	Expected Outcome/Results
1.1.1	Yes	General  Show the ability to update, display, and publish artwork or event specific branding information within 24 hours of requested changes or publication from the COR.	
1.1.3	Yes	Demonstrate the ability for user to register and build a profile via a web browser or mobile platform based on data sets provided by the Government	
1.1.4	Yes	Show support for Role Based Access Control (RBAC) to enable designated users with elevated privileges to perform functions as outlined below: See Attachment D for specific roles and permissions	
1.1.5	Yes	Demonstrate the assignment of elevated privileges to an administrator and show ability to modify, edit, user organizational profile including organization name, company name,	

Section	Demo  Yes/  No	Requirements	Expected Outcome/Results
		organization address, organizational email, phone, and fax number.	
1.1.6	Yes	Demonstrate administrator ability to modify and edit business opportunity profile including, NAICS, business category, contract value, expected contract award date.	
1.1.7	Yes	Demonstrate a resource scheduling capability to reserve rooms or other spaces, and coordinate the use of resources like, A/V equipment, and personnel.	
1.1.8	Yes	Demonstrate the ability to display event history, to include time and date of event, event host, event title, list of event participants	
1.1.9	Yes	Demonstrate the ability to generate and display event statistics, including total number of participants, number of host, number of commercial host, business opportunity by industry category, socio-economic groups, number of scheduled activities, number of participants per activity, number of business opportunities by estimate contract value, number of successful business opportunity matches based upon compatibility score, number of exhibitors, number of federal procurement decision makers by organization type, number of host by federal agency, number of commercial companies by industry category	

Section	Demo Yes/ No	Requirements	Expected Outcome/Results
1.1.10	Yes	Show the ability to display the current date upon fresh launch of the native mobile app	
1.1.11	Yes	Demonstrate the ability of a user to add/cancel activities and sessions within personalized schedule.	
1.1.12	Yes	Demonstrate the ability to create detailed event descriptions including time, date, type, title, room/table/address location	
1.1.15	Yes	Generate and show schedule which includes the start and end time, date, type of activity or sub-activity, session title, room number, table number and description.	
1.1.16	Yes	Demonstrate the user's ability to view schedule offline once the user has connected to his schedule at least once in the mobile app	
1.1.17	Yes	Demonstrate a user's ability to develop a profile and access a dashboard which displays the company logo (if provided), company name, participants first and last name, title registration status, phone contact, email contact, LinkedIn URL, company website URL, industry, event specific industry socioeconomic category, certifications, top three clients, Core Competency/Capability/Strengths (enter maximum of 3 in each area. 3)	

Section	Demo Yes/ No	Requirements	Expected Outcome/Results
1.1.18	Yes	Demonstrate the ability to display the Organization Logo, Organization Name, Agency/Division, Event Specific Industry, Department Name, First Name, Last Name, Title, Registration status, Primary Work Function, Email contact, Organization type, Industry, Sessions Hosting:, Date, Time, Activity, Session Title, Business Opportunities, NAICS code of that opportunity, Opportunity title, Value of opportunity (if public viewing is allowed), and description in the activity host profile	
1.1.19	Yes	<b>Profile Search</b>  Demonstrate a user's ability to conduct a search for Host and Participant profiles to be reached via Profile Search and the Schedule's Detailed view	
1.1.20	Yes	<b>Authentication</b>  Demonstrate a secure log in capability  Demonstrate the ability to authenticate user roles - Host and Participant.	

## 1.2 GRAPHICAL USER INTERFACE (GUI) - Required core capabilities:

Section n	Yes / No	Graphical User Interface (GUI):Requirements	Expected Outcomes/Results
--------------	----------------	---	------------------------------

<b>Graphical User Interface (GUI):</b> The solution shall provide a Graphical User Interface (GUI).			
1.2.2	Yes	Demonstrate a graphical user interface (GUI) that supports clear and logical navigation for all functionality. The GUI shall meet the following objectives based on usability standards at U.S. Department of Health and Human Services' (HHS) Research-Based Web Design and Usability Guidelines. <a href="http://www.usability.gov/sites/default/files/documents/guidelines_book.pdf">http://www.usability.gov/sites/default/files/documents/guidelines_book.pdf</a>	
1.2.3	Yes	Display standard user dashboard based upon user group: admin, host, participant, general attendee	
1.2.4	Yes	Demonstrate the capability for users to view registered events, view past events attended, access upcoming unregistered events.	
1.2.5	Yes	Demonstrate the ability for admin user to access the user dashboard.	
1.2.6	Yes	Demonstrate the capability for all users to view the profile of other participants and the host profile.	
1.2.7	Yes	Demonstrate the ability to view the agenda.	
1.2.8	Yes	Show user screens with clearly visible buttons for user actions.	
1.2.9	Yes	Demonstrate the ability of users experienced with web browsing to navigate the user interface without need for instruction guide.	
1.2.10	Yes	Demonstrate the user's ability To navigate forward and back without returning to start page.	
1.2.11	Yes	Demonstrate the ability for applicants to save partially completed registration draft and return to complete their work at a subsequent	

		login session.	
1.2.12	Yes	Demonstrate the ability to retain search parameters, enabling users to navigate to previous search results without having to re-enter most recent search parameters.	
1.2.13	Yes	Demonstrate the ability for users to automatically save work in progress on a periodic basis.	
1.2.15	Yes	Demonstrate the ability for users to upload multiple documents simultaneously. Actual upload may be limited based on file size and type.	
1.2.18	Yes	Demonstrate support for standard cut, copy and paste functions for text fields.	
1.2.19	Yes	Demonstrate provide a pop-up calendar for users to select/enter dates.	
1.2.20	Yes	Demonstrate User input error messages which identify the nature of the error and indicates how to solve the problem.	
1.2.21	Yes	Demonstrate user prompts which specify the actions available to the users and the impact of each action.	
1.2.22	Yes	Show a user interface that provides a clear, persistent indication of which step the user is on during the registration submittal process.	
1.2.24	Yes	Demonstrate an administrative interface for users with appropriate permissions to manage user accounts, user groups, and access privileges with minimum technical support.	

### 1.3 REGISTRATION Required core capabilities:

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
<b>Registration: The Offeror shall design, develop, and implement automated secure online registration for participants. The registration system shall send confirmation emails to participants when registration is complete. Registration shall be active within 1-30 days of contract award.</b>			
1.3.1	Yes	Demonstrate the ability for user to register and build a profile via a web browser or mobile platform based on data fields provided by the Government	
1.3.2	Yes	Demonstrate the ability to integrate merchant services from third party contractors for hotel booking and payment for any and all fees	

#### 1.4 AGENDA Required core capabilities:

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
The solution shall have the capability to arrange for people and activities to take place at a particular time, in a particular location. Agenda includes list of all host activities, type of activity, title of activity, organization, location, time, industry, and host name.			
1.4.1	Yes	Demonstrate the ability to generate and display an agenda of all host activities.	



Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
1.4.2	Yes	<p>Demonstrate the ability to support the pairing of hosts with completed profile to co-host activity in accordance with pre-defined business rules designated by the government.</p> <p>Demonstrate the ability to locate a host in each set of activities by designated industry sectors (For example, in the plenary session, all IT tables is in the same area, and all construction tables are in the same area. For Networking Roundtables all IT attendees sit together and all construction attendees sit together, same for a Business Requirements session, etc.)</p> <p>Business Rules:</p> <ul style="list-style-type: none"> <li>• Program Decision Maker-Contracting (PDMC) will be paired with partner Program Decision Maker-Program (PDMPs) from the same office as a first priority. If no PDMP is designated, then match the PDMCs and PDMPs from the same organization. If there is not a partner from the same organization the PDMP/PDMC will solo host.</li> <li>• Every PDMP will co-host with a partner PDMC to the maximum extent possible, based upon PDMC availability and the hierarchy of activities (Example: 1. Business Requirement (BR) session; 2. Dining With Decision Makers (DWDM); 3. Networking Roundtable (NRT). (Refer to hierarchy of host activities list).</li> </ul>	

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
		<ul style="list-style-type: none"> <li>• PDMC will balance co-host coverage at Networking Roundtable (NRT) among Program Decision Makers (PDMs) (ex: If a Contracting Officer has 9 available slots and 3 PDMP partners, he or she will host 3 sessions with each of his PDM partners.)</li> <li>• Senior Executive (SES) shall co-host Dining With Decision Makers (DWDM) activities with PDMs from the same organization</li> <li>• Small Business Liaisons (SBL) will co-host activities that have a solo host, except Senior Leader Roundtables (SLRT) and Executive Roundtables (ERT).</li> <li>• Senior Executive Program (SESP) and Senior Executive Contracting (SESC) will solo host Senior Leader Roundtables.</li> <li>• Access to agenda and scheduling information for Executive Leaders will be restricted by permissions.</li> <li>• A Business Requirement Session constitutes one session, 45 minutes long.</li> <li>• There will be two 20 minute Networking Roundtable (NRT) periods per NRT session.</li> </ul>	

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
1.4.3	Yes	Demonstrate the ability to generate and publish the real-time agenda to the website and the attendee mobile devices.	
1.4.4	Yes	Demonstrate the ability to dynamically display host activities by categories (host name, host organization, community of interests, industry sectors, business opportunity, contract value, time, date, and location)	
1.4.5	Yes	Demonstrate the ability to allow an administrator ability to change activity host in real-time.	
1.4.6	Yes	Demonstrate the ability to add a host to an agenda/activity.	
1.4.7	Yes	Demonstrate the ability to modify existing activity parameters based upon demand (e.g. limit maximum number of participants.)	

### 1.5 SCHEDULING - Required core capabilities:

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
<b>Scheduling:</b> The Contractor shall provide the scheduling services based on multiple parameters and constraints to support all DAP events. .  DESCRIPTION: AGENDA, SCHEDULE, ACTIVITY, INVITE			

Section	Demo  Yes/  No	Requirements	Expected Outcomes/Results
1.5.1	Yes	Demonstrate the ability to generate configurable rules and processes for events management and scheduling.	
1.5.2	Yes	Demonstrate the ability to display the schedule and include the start and end time, date, type of activity or sub-activity, session title, room number, table number and description.	
1.5.3	Yes	Demonstrate the ability to support multiple activities for the same host at different times.	
1.5.4	Yes	Demonstrate the ability support activity and individual invitations from hosts or participants.	
1.5.11	Yes	Demonstrate the ability to prevent an attendee from scheduling more than one (1) activity for the same scheduled time.	
1.5.12	Yes	Demonstrate the ability to allow participants and administrators to view their attendance and event contacts where data is available from past events in the system	
1.5.13	Yes	Demonstrate the ability to allow the event participant and administrator to view and/or generate a user defined report on an individual or group attendance and contacts where data available from past events in the system.	
1.5.14	Yes	Demonstrate the ability to generate and publish a real-time individual schedule on the attendee mobile devices.	

Section	Demo	Requirements	Expected Outcomes/Results
	Yes/ No		
1.5.15	Yes	Demonstrate the ability to add/cancel activities and sessions within personalized schedule.	

### 1.6 COMPATIBILITY SCORING - Required core capabilities:

Section	Demo  Yes/  No	Requirements	Expected Outcomes/Results
<b>Compatibility Scoring:</b> The ability to define a level of “fit” between small business (sellers) capabilities and the requirements of procurement decision makers (buyers)			
1.6.1	Yes	Demonstrate the Administrator and Host ability to create a preference profile for each business requirement based upon selected fields within the participants profile database table.	
1.6.2	Yes	Demonstrate the capability to generate a compatibility score for a participant or group of participants based on an algorithm that allows host to assign weights to the following set of parameters <ul style="list-style-type: none"><li>• VOSB Verified</li><li>• Federal Supply Schedule</li><li>• DCAA Compliant</li><li>• Business Certification</li><li>• Socio Economic Category</li><li>• Past Performance</li><li>• Revenue</li><li>• Facility Clearance</li></ul>	

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
		<ul style="list-style-type: none"> <li>• Number of Prime Contracts</li> <li>• Mentor/Protégé</li> <li>• Years in Business</li> <li>• Non-government Past Performance</li> </ul>	
1.6.3	Yes	Demonstrate the host and administrator's ability to modify the weight assigned to fields/parameters identified above.	

### 1.7 COMMUNICATIONS AND ALERTS - Required core capabilities:

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
<b>Communication &amp; Alerts:</b> The solution shall provide the ability to notify, and alert all relevant parties needing information throughout pre-event, event, and post-event activities.			
1.7.1	Yes	Demonstrate the ability to generate and send mass notification of events and activities via email, SMS, and or native mobile app.	
1.7.2	Yes	Demonstrate ability to write and send emails to individuals or groups	
1.7.5	Yes	Demonstrate the ability to transmit SMS messages during event (pre-defined & pre-scripted, pre-defined and pre-scripted - automated: 5 business days prior the event , customized - definition (3 hours prior announcement during event) .Domestic	

		calls only and max 160 characters	
1.7.6	Yes	Demonstrate the ability to allow user to rate an activity and provide a summary of activity ratings inside host dashboard. Demonstrate the ability of Admin to view summary and detail of activity ratings.	
1.7.7	Yes	Demonstrate the ability to support the event survey and feedback:  Demonstrate the ability of admin with appropriate permissions to create a survey and notify attendees.  Demonstrate the EMS SaaS solution's ability to will capture the survey results, visually display frequency counts and have ability to export survey summary and all surveys anonymously in .CSV and/or .XLS format.	
1.7.8	Yes	Demonstrate the ability to generate internal messaging between attendees.	

### 1.8 MONITORING AND DECISION SUPPORT - Required core capabilities:

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
<b>Monitoring &amp; Decision Support:</b> The solution shall provide monitoring and decision support via dashboards, reports and ad hoc queries.			
1.8.2	Yes	Demonstrate admin user's ability to access and run standard and adhoc reports accessible via an admin dashboard.	

		<p>Standard Reports:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> General Attendee Report</li> <li><input type="checkbox"/> Participants Report</li> <li><input type="checkbox"/> Activity Host Report</li> <li><input type="checkbox"/> Registration Report</li> <li><input type="checkbox"/> Business Opportunity Report</li> <li><input type="checkbox"/> Organization Report</li> <li><input type="checkbox"/> Socio Economic Group Report</li> <li><input type="checkbox"/> Commercial Partner Report</li> <li><input type="checkbox"/> Verified VOSB report</li> <li><input type="checkbox"/> Learning/Training Session Report</li> <li><input type="checkbox"/> Activity Report</li> <li><input type="checkbox"/> Compatibility Report</li> </ul>	
1.8.3	Yes	<p>Demonstrate the ability for user with admin role to run and export standard reports in .xls or .csv format on socio-economic categories. At the minimum the report shall include the following fields: See Attachment E for specific roles and permissions</p> <p>Business Owner Profile:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Name (Last, First, MI)</li> <li><input type="checkbox"/> Email Address</li> <li><input type="checkbox"/> Office Phone</li> <li><input type="checkbox"/> Mobile/Cell Phone</li> </ul> <p>Business Profile;</p>	



	<input type="checkbox"/> Business Name <input type="checkbox"/> DUNS <input type="checkbox"/> Business Category <input type="checkbox"/> NAICS <input type="checkbox"/> Business Capabilities/Competency (Maximum of three) <input type="checkbox"/> Business Address (street address, city, state, zip code) <input type="checkbox"/> VIP Status <input type="checkbox"/> VIP Expiration Date <input type="checkbox"/> Socio-Economic Group(s) <input type="checkbox"/> Reporting shall include socio-economic categories (SDVOSB, VOSB, Small, and Large business designations by gender) for <b>example:</b>  SDVOSB Male Owned; SDVOSB Woman Owned SDVOSB HUB-Zone Male -Owned; SDVOSB HUB-Zone Female –Owned SDVOSB 8a male owned SDVOSB 8a Female Owned SDVOSB Hub- Zone & 8A Male Owned SDVOSB Hub Zone & 8A Female Owned  VOSB Male Owned; VOSB Woman Owned VOSB HUB-Zone Male -Owned;	
--	--	--

		<p>VOSB HUB-Zone Female –Owned</p> <p>VOSB 8a male owned</p> <p>VOSB 8a Female Owned</p> <p>VOSB Hub- Zone &amp; 8A Male-Owned</p> <p>VOSB Hub Zone &amp; 8A Female-Owned</p> <p>Small Business Male Owned;</p> <p>Small Business Female- Owned</p> <p>Small Business HUB-Zone Male -Owned;</p> <p>Small Business HUB-Zone Female – Owned</p> <p>Small Business 8a male owned</p> <p>Small Business Female Owned</p> <p>Small Business Hub- Zone &amp; 8A Male Owned</p> <p>Small Business Hub Zone &amp; 8A Female Owned</p>	
1.8.6	yes	<p>Demonstrate a user which include, at the minimum, event details, profile completion, registration status, notifications, and schedule status.</p> <p>Demonstrate an admins dashboard that include: summary count of profiles completed and profile in draft, not provided NAICS or business opportunities, enrollment count for sessions, event details.</p>	

### 1.9 NATIVE MOBILE APPLICATION - Required core capabilities:

Section	Demo Yes/ No	Requirements	Expected Outcomes/Results
<b><u>Native Mobile Application</u></b> The solution shall provide mobile apps for Android 4.2 and iOS 7.1 or higher Operating Systems			
		<b>My Schedule</b>	
1.9.1	Yes	Demonstrate the ability to display the schedule and include the start and end time, date, type of activity or sub-activity, session title, room number, table number and description	
1.9.2	Yes	Demonstrate the ability of the user to view schedule offline once the user has connected to his schedule at least once in the mobile app	
		<b>Profiles</b>	
1.9.3	Yes	Demonstrate the Native Mobile App seamless integration with the EMS SaaS solution to display user provided company logo, company name, participants first and last name, title registration status, phone contact, email contact, LinkedIn URL, company website URL, industry, event specific industry socioeconomic category, certifications, top three clients, Core Competency/Capability/Strengths (Max. 3), and description via API.	
1.9.4	Yes	Demonstrate the Native Mobile App seamless integration with the EMS SaaS solution to display Host provided organization Logo, Organization Name, Agency/Division, Event Specific Industry, Department Name, First Name, Last	

Section	Demo	Requirements	Expected Outcomes/Results
	Yes/ No		
		Name, Title, Registration status, Primary Work Function, Email contact, Organization type, Industry, Sessions Hosting:, Date, Time, Activity, Session Title, Business Opportunities, NAICS code of that opportunity, Opportunity title, Value of opportunity (if public viewing is allowed), and description in the activity host profile	
		<b>Profile Search</b>	
1.9.5	Yes	Demonstrate the Host and Participant's ability to display detailed Profile Search and the Schedule Details	
		<b>Notifications</b>	
1.9.8	Yes	Demonstrate the ability to Push notifications to mobile users via API or web services	
		<b>Authentication</b>	
1.9.9	Yes	Demonstrate a secure log in ability	
1.9.10	Yes	Demonstrate the ability to authenticate user roles - Host and Participant	
		<b>General</b>	
1.9.12	Yes	The solution shall provide mobile apps for Android 4.2 and iOS 7.1 or higher Operating Systems.	

(ii) VOLUME II– PRICE FACTOR

The Offeror shall complete the Schedule of Supplies/Services of the solicitation and Attachment L - Pricing Spreadsheet. The Offeror shall complete Attachment L by filling in all cells highlighted in yellow on the tabs entitled, “Base Period, Option Period 1, and Option Period 2.”

(iii) VOLUME III – PAST PERFORMANCE FACTOR. Offerors shall submit a list of all contracts (including Federal, State, and local government and private) (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three (3) years immediately prior to the quote submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include providing an EMS SaaS solution for events with over 3,000 participants; integrating EMS SaaS with mobile apps, indoor tracking, and accountability capabilities; and performing help desk functions. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

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

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

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

(c) Technical representative/Contracting Officer's Representative (COR), and current e-mail address, telephone and fax numbers.

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

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

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

(g) Awarded price/cost.

(h) Final or projected final price/cost.

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

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

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

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

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

(iv) VOLUME IV - SOLICITATION, OFFER AND AWARD  
DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- b. Any proposed terms and conditions and/or assumptions upon which the quote is predicated.

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 quote Unacceptable, and thus ineligible for award.