

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 125	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER VA118-16-R-0896		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03-01-2016		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724				CODE		8. ADDRESS OFFER TO (If other than Item 7) Refer to Section L.			

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 12:00PM EST local time 03-31-2016  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Brandon Caltabilota		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION 732-795-1114		C. E-MAIL ADDRESS Brandon.Caltabilota@va.gov
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See Attached Table of Contents

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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		DUNS: DUNS+4: CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724		25. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971 PHONE: FAX:		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)  Charles W. Ross Contracting Officer		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

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## GOVERNING LAW

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

Contractor shall deliver VA all data first produced under this contract with unlimited rights as defined by FAR 52.227-14.

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

***Please be advised that in accordance with Federal Acquisition Regulation (FAR) Part 2.101, a "day" means, unless otherwise specified, a CALENDER day. Additionally, deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.***

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>0001</b>	<p><b>Time and Material (T&amp;M) Labor</b></p> <p>In accordance with (IAW) Paragraphs 5.1 through 5.7, and 5.11 of the Performance Work Statement (PWS).</p> <p><i>This is a T&amp;M Contract Line Item Number (CLIN) and includes all labor and deliverables required for the successful completion of the tasks associated with paragraphs 5.1 through 5.7, and 5.11 including all subparagraphs of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>All labor rates shall be in accordance with Attachment 001.</i></p> <p><i>Period of Performance (PoP) shall be 12 months from date of contract award.</i></p>	<b>1</b>	<b>LO</b>	<b>Not To Exceed (NTE) \$</b>	<b>NTE \$</b>
<b>0001AA</b>	<p><b>Contract Project Management Plan</b></p> <p>IAW paragraph 5.1.1 of the PWS.</p> <p><i>Due five days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>Not Separately Priced (NSP)</b>	<b>NSP</b>

<b>0001AB</b>	<b>Monthly Progress Report</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 10 days after receipt of contract and updated monthly thereafter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>12</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AC</b>	<b>Executive Scorecard Template with metrics</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 30 days after receipt of contract and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AD</b>	<b>Vets.gov Status and Roadmap</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 10 days after receipt of contract and updated weekly thereafter.</i>  <i>Electronic Submission to: Web-based</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>52</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AE</b>	<b>Data, Security and Integration Architecture Diagrams</b>  IAW paragraph 5.2 of the PWS.	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p><i>Due 30 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>0001AF</b>	<p><b>Test Plan</b></p> <p>IAW paragraph 5.2 of the PWS.</p> <p><i>Due 30 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AG</b>	<p><b>Configuration Management Plan</b></p> <p>IAW paragraph 5.2 of the PWS.</p> <p><i>Due 30 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AH</b>	<p><b>Vets.gov User Feedback Recommendations</b></p> <p>IAW paragraph 5.2 of the PWS.</p> <p><i>Due 60 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR,</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>



	<p>and CO.</p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
0001AJ	<p><b>Vets.gov Website Inventory</b></p> <p>IAW paragraph 5.3 of the PWS.</p> <p><i>Due 10 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP
0001AK	<p><b>Migration Gap Analysis</b></p> <p>IAW paragraph 5.3 of the PWS.</p> <p><i>Due 20 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP
0001AL	<p><b>Keep/Build Recommendations</b></p> <p>IAW paragraph 5.3 of the PWS.</p> <p><i>Due 30 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP

<b>0001AM</b>	<b>Vets.gov Content Strategy</b>  IAW paragraph 5.4 of the PWS.  <i>Due 15 days after receipt of contract and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AN</b>	<b>Proposed Content Review and Concurrence Process Map</b>  IAW paragraph 5.4 of the PWS.  <i>Due 20 days after receipt of contract and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AP</b>	<b>Content Inventory</b>  IAW paragraph 5.4 of the PWS.  <i>Due 30 days after receipt of contract and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AQ</b>	<b>Branded Templates and Communication Materials</b>  IAW paragraph 5.5 of the PWS.	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p><i>Due 30 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>0001AR</b>	<p><b>Product Charter</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Due five days after product initiation and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AS</b>	<p><b>Product Plan</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Due seven days after product initiation and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AT</b>	<p><b>Discovery Report</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Per the product plan and milestones in the charter.</i></p> <p><i>Electronic Submission to: VA PM, COR,</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p>and CO.</p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
0001AU	<p><b>Minimum Viable Product (MVP)</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Per the product plan and milestones in the charter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP
0001AV	<p><b>Alpha and Beta Prototypes</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Per the product plan and milestones in the charter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP
0001AW	<p><b>Test Plan, Automated Test Scripts and Test Report</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Per the product plan and milestones in the charter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP

<b>0001AX</b>	<b>Transition Plan</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AY</b>	<b>Pre-launch Checklist</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001AZ</b>	<b>Technical Documentation, Commented Code and Test Scripts</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0001BA</b>	<b>Identity Access Management (IAM) Approach and Integration Strategy</b>  IAW paragraph 5.7 of the PWS.	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p><i>Due 30 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>0001BB</b>	<p><b>Vets.gov Operations and Maintenance (O&amp;M) Plan</b></p> <p>IAW paragraph 5.11 of the PWS.</p> <p><i>Due 30 days after receipt of contract and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0002</b>	<p><b>T&amp;M Travel</b></p> <p>IAW Paragraph 4.3 of the PWS.</p> <p><i>Travel shall be in accordance with the Federal Travel Regulations (FTR). Travel requires advanced concurrence and shall be approved by the VA PM/COR in writing. Contractor travel within the local commuting area will not be reimbursed.</i></p> <p><i>The Contractor's fixed handling rate as set forth herein may be applied to the billable travel cost and shall not exceed that set forth in the basic contract. Profit shall not be applied.</i></p> <p><i>Government Not To Exceed Travel Ceiling: \$30,508.80.</i></p>	<b>1</b>	<b>LO</b>	<b>NTE \$</b>	<b>NTE \$</b>

	+ Fixed Handling Rate ____ %				
	= Travel NTE Ceiling \$				
0003	<b>T&amp;M Material</b>  IAW Paragraphs 5.2 and 5.10 of the PWS.  <i>This is a T&amp;M CLIN and includes all materials and deliverables required for the successful completion of the tasks associated with paragraphs 5.2 and 5.10 including all subparagraphs of the PWS.</i>  <i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i>  <i>Government Not To Exceed Material Ceiling: \$47,000.00.</i>  + Fixed Handling Rate ____ %  = Material NTE Ceiling \$	1	LO	NTE \$	NTE \$
0003AA	<b>Additional Attributes (Initial and Renewal)</b>  IAW paragraph 5.10 of the PWS.  <i>Due 30 days after receipt of contract and updated annually.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
0004	<b>IAM Broker License – Firm-Fixed-Price (FFP) (Optional Task)</b>  IAW Paragraph 5.8 of the PWS.  <i>This is a FFP CLIN and includes all</i>	1	LO	\$	\$

	<p><i>deliverables required for the successful completion of the tasks associated with paragraphs 5.8 of the PWS.</i></p> <p><i>This FFP CLIN is in IAW FAR 52.232-1 for invoicing or billing purposes.</i></p> <p><i>This optional task may be exercised at the sole discretion of the Government during the base period of the performance.</i></p> <p><i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item.</i></p> <p><i>PoP shall be 12 months upon commencement of the optional task.</i></p>				
<b>0004AA</b>	<p><b>IAM Broker License</b></p> <p>IAW paragraph 5.8 of the PWS.</p> <p><i>Due 10 days upon exercise of optional task.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0004AB</b>	<p><b>Veteran Authentication Audit Log</b></p> <p>IAW paragraph 5.8 of the PWS.</p> <p><i>Due 30 days upon exercise of optional task and updated monthly thereafter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>12</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>



0005	<p><b>Initial IAM Level of Assurance (LOA) 3 User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes IAM LOA 3 User Licenses required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>All range quantities shall be in accordance with Attachment 001.</i></p> <p><i>Offerors shall note that a quantity of 300,000 IAM LOA 3 user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 1,000,000 user licenses.</i></p> <p><i>PoP shall be 12 months from date of contract award.</i></p>	300,000	EA	NTE \$	NTE \$
0006	<b>Reserved</b>				
0007	<p><b>Initial IAM Personal Identity Verification (PIV) User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS</p> <p><i>This is a T&amp;M CLIN and includes PIV user licenses (Quantities 1 through 500,000+) required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p>	100,000	EA	NTE \$	NTE \$

	<p><i>Offerors shall note that a quantity of 100,000 PIV user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 500,000 user licenses.</i></p> <p><i>PoP shall be 12 months from date of contract award.</i></p>				
	<b>Base Period Subtotal</b>				\$
	<b>Base Period Optional Task</b>				\$
	<b>Base Period Total (Inclusive of Optional Task)</b>				<b>NTE \$</b>
<b>Option Periods – In the event the Optional Line Items are exercised by the Government in its sole discretion in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Contractor shall provide 12 months of continued services as described in paragraphs 5.1 through 5.11 of the PWS, if exercised.</b>					
	<b>Option Period 1 –</b>  <i>This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to Extend the Term of the Contract. The 12- month option period to commence at the end of the base period.</i>				
<b>1001</b>	<b>T&amp;M Labor</b>  IAW) Paragraphs 5.1 through 5.7, and 5.11 of the PWS.  <i>This is a T&amp;M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with paragraphs 5.1 through 5.7, and 5.11 including all subparagraphs of the PWS.</i>  <i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i>  <i>All labor rates shall be in accordance with Attachment 001.</i>	<b>1</b>	<b>LO</b>	<b>NTE \$</b>	<b>NTE \$</b>

	<i>PoP shall be 12 months commencing immediately upon expiration of the base period.</i>				
<b>1001AA</b>	<b>Contract Project Management Plan</b>  IAW paragraph 5.1.1 of the PWS.  <i>Due five days after commencement of option period 1 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AB</b>	<b>Monthly Progress Report</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 10 days after commencement of option period 1 and updated monthly thereafter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>12</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AC</b>	<b>Executive Scorecard Template with metrics</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 30 days after commencement of option period 1 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<i>Inspection/Acceptance: Destination</i>				
<b>1001AD</b>	<b>Vets.gov Status and Roadmap</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 10 days after commencement of option period 1 and updated weekly thereafter.</i>  <i>Electronic Submission to: Web-based</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>52</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AE</b>	<b>Vets.gov Content Strategy</b>  IAW paragraph 5.4 of the PWS.  <i>Due 15 days after commencement of option period 1 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AF</b>	<b>Proposed Content Review and Concurrence Process Map</b>  IAW paragraph 5.4 of the PWS.  <i>Due 20 days after commencement of option period 1 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AG</b>	<b>Content Inventory</b>  IAW paragraph 5.4 of the PWS.	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p><i>Due 30 days after commencement of option period 1 and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>1001AH</b>	<p><b>Branded Templates and Communication Materials</b></p> <p>IAW paragraph 5.5 of the PWS.</p> <p><i>Due 30 days after commencement of option period 1 and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AJ</b>	<p><b>Product Charter</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Due five days after product initiation and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AK</b>	<p><b>Product Plan</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Due seven days after product initiation and updated as required.</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>				
<b>1001AL</b>	<b>Discovery Report</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AM</b>	<b>MVP</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AN</b>	<b>Alpha and Beta Prototypes</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

<b>1001AP</b>	<b>Test Plan, Automated Test Scripts and Test Report</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AQ</b>	<b>Transition Plan</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AR</b>	<b>Pre-launch Checklist</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AS</b>	<b>Technical Documentation, Commented Code and Test Scripts</b>  IAW paragraph 5.6 of the PWS.	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p><i>Per the product plan and milestones in the charter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>1001AT</b>	<p><b>IAM Approach and Integration Strategy</b></p> <p>IAW paragraph 5.7 of the PWS.</p> <p><i>Due 30 days after commencement of option period 1 and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AU</b>	<p><b>Vets.gov O&amp;M Plan</b></p> <p>IAW paragraph 5.11 of the PWS.</p> <p><i>Due 30 days after commencement of option period 1 and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1002</b>	<p><b>T&amp;M Travel</b></p> <p>IAW Paragraph 4.3 of the PWS.</p> <p><i>Travel shall be in accordance with the FTR. Travel requires advanced concurrence and shall be approved by</i></p>	<b>1</b>	<b>LO</b>	<b>NTE \$</b>	<b>NTE \$</b>



	<p><i>the VA PM/COR in writing. Contractor travel within the local commuting area will not be reimbursed.</i></p> <p><i>The Contractor's fixed handling rate as set forth herein may be applied to the billable travel cost and shall not exceed that set forth in the basic contract. Profit shall not be applied.</i></p> <p><i>Government Not To Exceed Travel Ceiling: \$31,210.50.</i></p> <p><i>+ Fixed Handling Rate ____%</i></p> <p><i>= Travel NTE Ceiling \$</i></p>				
<b>1003</b>	<p><b>T&amp;M Material</b></p> <p>IAW Paragraphs 5.2 and 5.10 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes all materials and deliverables required for the successful completion of the tasks associated with paragraphs 5.2 and 5.10 including all subparagraphs of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>Government Not To Exceed Material Ceiling: \$62,000.00.</i></p> <p><i>+ Fixed Handling Rate ____%</i></p> <p><i>= Material NTE Ceiling \$</i></p>	<b>1</b>	<b>LO</b>	<b>NTE \$</b>	<b>NTE \$</b>
<b>1003AA</b>	<p><b>Additional Attributes (Initial and Renewal)</b></p> <p>IAW paragraph 5.10 of the PWS.</p> <p><i>Due 30 days after commencement of option period 1 and updated annually.</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>1004</b>	<p><b>IAM Broker License – FFP (Optional Task) (Purchase/Renewal)</b></p> <p>IAW Paragraph 5.8 of the PWS.</p> <p><i>This is a FFP CLIN and includes all deliverables required for the successful completion of the tasks associated with paragraphs 5.8 of the PWS.</i></p> <p><i>This FFP CLIN is in IAW FAR 52.232-1 for invoicing or billing purposes.</i></p> <p><i>This optional task may be exercised at the sole discretion of the Government during the period of the performance of option period 1.</i></p> <p><i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item.</i></p> <p><i>PoP shall be 12 months upon commencement of the optional task.</i></p>	<b>1</b>	<b>LO</b>	<b>\$</b>	<b>\$</b>
<b>1004AA</b>	<p><b>IAM Broker License</b></p> <p>IAW paragraph 5.8 of the PWS.</p> <p><i>Due 10 days upon exercise of optional task.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

1004AB	<p><b>Veteran Authentication Audit Log</b></p> <p>IAW paragraph 5.8 of the PWS.</p> <p><i>Due 30 days upon exercise of optional task and updated monthly thereafter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	12	EA	NSP	NSP
1005	<p><b>Initial IAM LOA 3 User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes IAM LOA 3 User Licenses required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>All range quantities shall be in accordance with Attachment 001.</i></p> <p><i>Offerors shall note that a quantity of 350,000 IAM LOA 3 user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 1,000,000 user licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of the base period.</i></p>	350,000	EA	NTE \$	NTE \$
1006	<p><b>Renewal IAM LOA 3 User Licenses – T&amp;M</b></p>	300,000	EA	NTE \$	NTE \$

	<p>IAW Paragraph 5.9 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes the renewal of IAM LOA 3 User Licenses required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>All range quantities shall be in accordance with Attachment 001.</i></p> <p><i>Offerors shall note that a quantity of 300,000 IAM LOA 3 user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 1,000,000 user licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of the base period.</i></p>				
1007	<p><b>Initial IAM PIV User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS</p> <p><i>This is a T&amp;M CLIN and includes PIV user licenses (Quantities 1 through 500,000+) required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>Offerors shall note that a quantity of 200,000 PIV user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 500,000 user</i></p>	200,000	EA	NTE \$	NTE \$

	<p><i>licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of the base period.</i></p>				
1008	<p><b>Renewal IAM PIV User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS</p> <p><i>This is a T&amp;M CLIN and includes the renewal of PIV user licenses (Quantities 1 through 500,000+) required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>Offerors shall note that a quantity of 100,000 PIV user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 500,000 user licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of the base period.</i></p>	100,000	EA	NTE \$	NTE \$
	<b>Option Period 1 Subtotal</b>				\$
	<b>Option Period 1 Optional Task</b>				\$
	<b>Option Period 1 Total (Inclusive of Optional Task)</b>				NTE \$
	<p><b>Option Period 2 –</b></p> <p><i>This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to Extend the Term of the Contract. The 12- month option period to commence at the end of the first option period, if</i></p>				

	<i>exercised.</i>				
<b>2001</b>	<p><b>T&amp;M Labor</b></p> <p>IAW) Paragraphs 5.1 through 5.7, and 5.11 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with paragraphs 5.1 through 5.7, and 5.11 including all subparagraphs of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>All labor rates shall be in accordance with Attachment 001.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of option period 1.</i></p>	<b>1</b>	<b>LO</b>	<b>NTE \$</b>	<b>NTE \$</b>
<b>2001AA</b>	<p><b>Contract Project Management Plan</b></p> <p>IAW paragraph 5.1.1 of the PWS.</p> <p><i>Due five days after commencement of option period 2 and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AB</b>	<p><b>Monthly Progress Report</b></p> <p>IAW paragraph 5.1.2 of the PWS.</p> <p><i>Due 10 days after commencement of option period 2 and updated monthly thereafter.</i></p>	<b>12</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>

	<i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>				
<b>2001AC</b>	<b>Executive Scorecard Template with metrics</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 30 days after commencement of option period 2 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AD</b>	<b>Vets.gov Status and Roadmap</b>  IAW paragraph 5.1.2 of the PWS.  <i>Due 10 days after commencement of option period 2 and updated weekly thereafter.</i>  <i>Electronic Submission to: Web-based</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>52</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AE</b>	<b>Vets.gov Content Strategy</b>  IAW paragraph 5.4 of the PWS.  <i>Due 15 days after commencement of option period 2 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<i>Inspection/Acceptance: Destination</i>				
<b>2001AF</b>	<b>Proposed Content Review and Concurrence Process Map</b>  IAW paragraph 5.4 of the PWS.  <i>Due 20 days after commencement of option period 2 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AG</b>	<b>Content Inventory</b>  IAW paragraph 5.4 of the PWS.  <i>Due 30 days after commencement of option period 2 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AH</b>	<b>Branded Templates and Communication Materials</b>  IAW paragraph 5.5 of the PWS.  <i>Due 30 days after commencement of option period 2 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AJ</b>	<b>Product Charter</b>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>



	<p>IAW paragraph 5.6 of the PWS.</p> <p><i>Due five days after product initiation and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>2001AK</b>	<p><b>Product Plan</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Due seven days after product initiation and updated as required.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AL</b>	<p><b>Discovery Report</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Per the product plan and milestones in the charter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AM</b>	<p><b>MVP</b></p> <p>IAW paragraph 5.6 of the PWS.</p> <p><i>Per the product plan and milestones in the charter.</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>				
<b>2001AN</b>	<b>Alpha and Beta Prototypes</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AP</b>	<b>Test Plan, Automated Test Scripts and Test Report</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AQ</b>	<b>Transition Plan</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<i>Inspection/Acceptance: Destination</i>				
<b>2001AR</b>	<b>Pre-launch Checklist</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AS</b>	<b>Technical Documentation, Commented Code and Test Scripts</b>  IAW paragraph 5.6 of the PWS.  <i>Per the product plan and milestones in the charter.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AT</b>	<b>Vets.gov O&amp;M Plan</b>  IAW paragraph 5.11 of the PWS.  <i>Due 30 days after commencement of option period 2 and updated as required.</i>  <i>Electronic Submission to: VA PM, COR, and CO.</i>  <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2002</b>	<b>T&amp;M Travel</b>  IAW Paragraph 4.3 of the PWS.	<b>1</b>	<b>LO</b>	<b>NTE \$</b>	<b>NTE \$</b>

	<p><i>Travel shall be in accordance with the FTR. Travel requires advanced concurrence and shall be approved by the VA PM/COR in writing. Contractor travel within the local commuting area will not be reimbursed.</i></p> <p><i>The Contractor's fixed handling rate as set forth herein may be applied to the billable travel cost and shall not exceed that set forth in the basic contract. Profit shall not be applied.</i></p> <p><i>Government Not To Exceed Travel Ceiling: \$31,928.34.</i></p> <p><i>+ Fixed Handling Rate _____%</i></p> <p><i>= Travel NTE Ceiling \$</i></p>				
<b>2003</b>	<p><b>T&amp;M Material</b></p> <p>IAW Paragraphs 5.2 and 5.10 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes all materials and deliverables required for the successful completion of the tasks associated with paragraphs 5.2 and 5.10 including all subparagraphs of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>Government Not To Exceed Material Ceiling: \$77,000.00.</i></p> <p><i>+ Fixed Handling Rate _____%</i></p> <p><i>= Material NTE Ceiling \$</i></p>	<b>1</b>	<b>LO</b>	<b>NTE \$</b>	<b>NTE \$</b>
<b>2003AA</b>	<p><b>Additional Attributes (Initial and Renewal)</b></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p>IAW paragraph 5.10 of the PWS.</p> <p><i>Due 30 days after commencement of option period 2.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>2004</b>	<p><b>IAM Broker License – FFP (Optional Task) (Purchase/Renewal)</b></p> <p>IAW Paragraph 5.8 of the PWS.</p> <p><i>This is a FFP CLIN and includes all deliverables required for the successful completion of the tasks associated with paragraphs 5.8 of the PWS.</i></p> <p><i>This FFP CLIN is in IAW FAR 52.232-1 for invoicing or billing purposes.</i></p> <p><i>This optional task may be exercised at the sole discretion of the Government during the base period of the performance.</i></p> <p><i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item.</i></p> <p><i>PoP shall be 12 months upon commencement of the optional task.</i></p>	<b>1</b>	<b>LO</b>	<b>\$</b>	<b>\$</b>
<b>2004AA</b>	<p><b>IAM Broker License</b></p> <p>IAW paragraph 5.8 of the PWS.</p> <p><i>Due 10 days upon exercise of optional task.</i></p> <p><i>Electronic Submission to: VA PM, COR,</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>

	<p>and CO.</p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
<b>2004AB</b>	<p><b>Veteran Authentication Audit Log</b></p> <p>IAW paragraph 5.8 of the PWS.</p> <p><i>Due 30 days upon exercise of optional task and updated monthly thereafter.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	<b>12</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>2005</b>	<p><b>Initial IAM LOA 3 User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes IAM LOA 3 User Licenses required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>All range quantities shall be in accordance with Attachment 001.</i></p> <p><i>Offerors shall note that a quantity of 350,000 IAM LOA 3 user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 1,000,000 user licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of option</i></p>	<b>350,000</b>	<b>EA</b>	<b>NTE \$</b>	<b>NTE \$</b>

	<i>period 1.</i>				
<b>2006</b>	<p><b>Renewal IAM LOA 3 User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS.</p> <p><i>This is a T&amp;M CLIN and includes the renewal of IAM LOA 3 User Licenses required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>All range quantities shall be in accordance with Attachment 001.</i></p> <p><i>Offerors shall note that a quantity of 650,000 IAM LOA 3 user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 1,000,000 user licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of option period 1.</i></p>	<b>650,000</b>	<b>EA</b>	<b>NTE \$</b>	<b>NTE \$</b>
<b>2007</b>	<p><b>Initial IAM PIV User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS</p> <p><i>This is a T&amp;M CLIN and includes PIV user licenses (Quantities 1 through 500,000+) required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>Offerors shall note that a quantity of 200,000 PIV user licenses has been</i></p>	<b>200,000</b>	<b>EA</b>	<b>NTE \$</b>	<b>NTE \$</b>

	<p><i>referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 500,000 user licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of option period 1.</i></p>				
<b>2008</b>	<p><b>Renewal IAM PIV User Licenses – T&amp;M</b></p> <p>IAW Paragraph 5.9 of the PWS</p> <p><i>This is a T&amp;M CLIN and includes the renewal of PIV user licenses (Quantities 1 through 500,000+) required for the successful completion of the tasks associated with paragraph 5.9 of the PWS.</i></p> <p><i>This T&amp;M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</i></p> <p><i>Offerors shall note that a quantity of 300,000 PIV user licenses has been referenced for this CLIN for evaluation purposes. However, the resultant contract's NTE price will reflect a maximum quantity of 500,000 user licenses.</i></p> <p><i>PoP shall be 12 months commencing immediately upon expiration of option period 1.</i></p>	<b>300,000</b>	<b>EA</b>	<b>NTE \$</b>	<b>NTE \$</b>
	<b>Option Period 2 Subtotal</b>				<b>\$</b>
	<b>Option Period 2 Optional Task</b>				<b>\$</b>
	<b>Option Period 2 Total (Inclusive of Optional Task)</b>				<b>\$</b>
	<b>Contract Total (Including Options)</b>				<b>NTE \$</b>



## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 PERFORMANCE WORK STATEMENT

#### 1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Digital Service (DS) is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely, and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

VA launched the public, beta version of Vets.gov on November 11, 2015. The purpose of Vets.gov is to provide a consolidated portal for all Veteran services to facilitate improved access to care and information in support of the Secretary's "MyVA" Initiative, which is designed to provide Veterans with a "seamless, integrated and responsive customer service experience." VA requires Contractor support to design, develop, and maintain various aspects of Vets.gov including, but not limited to website and platform design, content creation, application development and authentication integration.

#### 2.0 APPLICABLE DOCUMENTS

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

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "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://www.va.gov/vapubs/>
9. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www.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," March 10, 2015
19. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
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. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
25. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
26. OI&T ProPath Process Methodology (reference <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=27>) NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
27. One-VA Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
28. National Institute Standards and Technology (NIST) Special Publications (SP)
29. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
30. VA Directive 6300, Records and Information Management, February 26, 2009
31. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
32. OMB Memorandum, "Transition to IPv6", September 28, 2010
33. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, February 17, 2011
34. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 20, 2014
35. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
36. 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
37. 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
38. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008

39. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
40. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
41. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
42. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
43. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
44. NIST Special Publication 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
45. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
46. 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>)
47. 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>))
48. 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>))
49. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013, [https://www.fedramp.gov/files/2015/04/TIC\\_Ref\\_Arch\\_v2-0\\_2013.pdf](https://www.fedramp.gov/files/2015/04/TIC_Ref_Arch_v2-0_2013.pdf)
50. OMB Memorandum M-08-05, "Implementation of Trusted Internet Connections (TIC)", November 20, 2007
51. OMB Memorandum M-08-23, Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008
52. 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>)
53. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
54. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
55. Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," October 5, 2009
56. Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," January 24, 2007
57. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001
58. VA Directive 0058, "VA Green Purchasing Program", July 19, 2013
59. VA Handbook 0058, "VA Green Purchasing Program", July 19, 2013
60. Office of Information Security (OIS) VAIQ #7424808 Memorandum, "Remote Access", January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
61. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103

- 62. VA Directive 6071, Project Management Accountability System (PMAS), February 20, 2013
- 63. VA Memorandum, "Implementation of Federal Personal Identity Verification (PIV) Credentials for Federal and Contractor Access to VA IT Systems", (VAIQ# 7614373) July 9, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
- 64. VA Memorandum "Mandatory Use of PIV Multifactor Authentication to VA Information System" (VAIQ# 7613595), June 30, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
- 65. VA Memorandum "Mandatory Use of PIV Multifactor Authentication for Users with Elevated Privileges" (VAIQ# 7613597), June 30, 2015; <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
- 66. US Digital Service Playbook (<https://playbook.cio.gov>)
- 67. Vets.gov Playbook (<http://vets.gov/playbook>)
- 68. Twelve-Factor App (<http://12factor.net/>)

### **3.0 SCOPE OF WORK**

The Contractor shall provide DS with Agile development and enhancement support for Vets.gov including project management, requirements refinement, design, development, content development, and automated testing support for the development and enhancement of Vets.gov. The Contractor shall provide Identity Authentication capabilities, as well as support throughout the Vets.gov development lifecycle including compliance testing, deployment, operations and maintenance.

### **4.0 PERFORMANCE DETAILS**

#### **4.1 PERFORMANCE PERIOD**

The period of performance (PoP) shall be 12 months from the date of award, with two 12-month option periods, and one 12-month optional task (for the base and two option periods).

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

There are 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.

## **4.3 TRAVEL**

The Government anticipates travel under this effort to perform the tasks associated with the effort, as well as to attend program-related meetings or conferences throughout the PoP.

The total estimated number of trips in support of the program related meetings for this effort is 24 per performance period to Washington, DC.

Travel and per diem shall be reimbursed in accordance with VA/Federal Travel Regulations. Each Contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. Travel must be pre-approved by the Contracting Officer's Representative (COR). Local travel within a 50-mile radius from the Contractor's facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed.

## **5.0 SPECIFIC TASKS AND DELIVERABLES**

The Contractor shall perform the following:

Note: All code and associated documentation developed under this effort externally to the VA's private GitHub repository shall be committed by the Contractor to the VA's private GitHub repository no less than daily. Wherever possible, code and documentation should be developed using GitHub directly.

## **5.1 PROJECT MANAGEMENT - T&M (BASE AND OPTION PERIODS)**

### **5.1.1 Contractor Project Management Plan**

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

**Deliverable:**

- A. Contractor Project Management Plan

**5.1.2 Reporting Requirements**

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding month.

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The report shall also include an itemized list of all Electronic and Information Technology (EIT) deliverables and their current Section 508 conformance status. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

The Contractor shall develop and maintain a web-based Vets.gov baseline Executive Scorecard including business goals, key performance indicators and metrics. The Scorecard will be used by DS for high-level briefings on Vets.gov goals and progress against those goals. The Contractor shall define a data collection and reporting approach to maintain the scorecard, and update the scorecard prior to executive briefings. The Contractor shall provide the Executive Scorecard Template with proposed metrics to the COR for approval prior to implementation.

The Contractor shall develop a web based status reporting tool and roadmap dashboard to be updated no less than weekly. The status reports and roadmap shall be based on templates to be provided by DS after award based on the product methodology and deliverables defined in the Vets.gov Playbook. The roadmap shall include status for up to 500 public facing VA websites to be migrated in addition to new Vets.gov services. Each website/service will be managed as a “product.” Status on individual products shall be entered by the Contractor or DS development teams to the Status Report which will in turn auto-populate the Roadmap to provide a snapshot overview of all Vets.gov products.

**Deliverables:**

- A. Monthly Progress Report
- B. Executive Scorecard Template with metrics
- C. Vets.gov Status and Roadmap (web based)

**5.2 VETS.GOV PLATFORM – T&M (BASE YEAR)**

The Contractor shall continue the design, development, unit and functional testing of capabilities and functionalities pertaining to the Vets.gov shared platform in accordance with the US Digital Service Playbook (<https://playbook.cio.gov>) and the Vets.gov Playbook (<http://vets.gov/playbook>).

The vets.gov platform is hosted on Amazon Web Services. The Contractor shall follow the DS team's continuous delivery practices and utilize and expand on the DS software development tool set, currently including Bootstrap, Foundation, JQuery, HyperText Markup Language 5 (HTML5), Forms Markup Language (FML), Jekyll, Ruby on Rails (RoR), RSpec, Puma, PostgreSQL, Docker, and New Relic. This toolset may evolve over time at the discretion of DS.

The Contractor shall:

- a) Continue to architect and develop a scalable, high-volume Vets.gov web-based component/services platform such that as additional Veteran-centric services and applications are brought online, they can be easily integrated into the platform. The site needs to be able to scale to tens of thousands of requests per second with the 90th percentile of server response times under 100ms and the 90th percentile of end user full page load time under 5 seconds to support 20 million Veterans, their family members, caregivers, and other community supporters. VA will provide detailed service level agreements (SLAs) after award.
- b) Provide Data, Security, and Integration Architecture Diagrams.
- c) Secure the platform in accordance with applicable VA system security policies.
- d) Provide technical documentation support for platform Authority to Operate (ATO).
- e) Develop and implement test plans for the Vets.gov platform and products; provide 95 percent automated test coverage platform-wide.
- f) Create a platform Configuration Management Plan: configure and scale environments using load balancers; a Content Delivery Network (CDN); caching; and/or other techniques to ensure uptime as the application scales within the cloud-hosting environment.
- g) Support the development of Vets.gov System Development Kit (SDK) components and accompanying documentation as required.
- h) Provide additional project tools such as content management tools, team collaboration and meeting tools, prototyping tools, user story development, and user feedback tools as required. Any tools purchased under this contract must be approved by the VA COR prior to purchase.
- i) Create, maintain, and ensure compliance to VA enterprise data taxonomy of all platform applications to ensure maximal re-use of data elements and minimal information collection burden on end users.
- j) Support the development of a VA services taxonomy and VA service/transaction inventory.
- k) Create, provide, and maintain Section 508, Digital Analytics Program (DAP) and Hypertext Transfer Protocol Secure (HTTPS) policy compliance tools for all applications prior to or as an integrated part of hosting on the platform. Provide automated compliance feedback and rejection of non-compliant applications such that no production application on the platform can be non-compliant at any time.
- l) Review and analyze current VA user feedback system and routing process; provide User Feedback Recommendations on how to design and deploy Vets.gov user feedback system and whether to replace or leverage the current feedback system.
- m) Create naming standards for platform and project documentation stored in GitHub.

The Contractor shall include a summary of Vets.gov platform activities in the Monthly Progress Report.

#### **Deliverables:**



- A. Data, Security and Integration Architecture Diagrams
- B. Test Plan
- C. Configuration Management Plan
- D. Vets.gov User Feedback Recommendations

### **5.3 VETS.GOV MIGRATION ANALYSIS – T&M (BASE YEAR)**

The Contractor shall support migration of existing Veteran-facing websites to the Vets.gov portal. The Contractor shall:

- a) Verify the DS list of Veteran-facing websites and create a Vets.gov Website Inventory including an analysis of technical complexity and integration scope for each website. Identify existing login data requirements (including specific attributes and permissions) and high-level process flow for each site.
- b) Create a Migration Gap Analysis of existing website capabilities against the Vets.gov Playbook and style guide to be provided after award.
- c) Provide Keep/Build Recommendations for each Web page/service within existing websites with estimated level of effort and schedule for each migration.
- d) Facilitate VA stakeholder meetings to plan migration and change management activities including but not limited to managing agendas, minutes, action items, and collaboration tool management (VA Pulse group) for weekly meetings.

#### **Deliverables:**

- A. Vets.gov Website Inventory
- B. Migration Gap Analysis
- C. Keep/Build Recommendations

### **5.4 CONTENT DEVELOPMENT – T&M (BASE AND OPTION PERIODS)**

The Contractor shall support content review, creation and maintenance for Vets.gov projects. The Contractor shall:

- a) Assist in the development of an overall Vets.gov Content Strategy.
- b) Assist in the development of improved content review, concurrence and sun-setting processes; recommend tools to support these processes; provide recommendations for improvements to the current processes, for COR approval; document all recommendations in a Proposed Content Review and Concurrence Process Map.
- c) Write and edit content for Vets.gov.
- d) Manage content update requests from VA stakeholders.
- e) Develop and maintain a Content Inventory of migrated content in order to manage concurrence, migration, and sunseting processes.
- f) Test content with Veteran users.
- g) Manage stakeholder communication and feedback with VA subject matter experts and VA Office of General Counsel for concurrence processing until content is approved.
- h) Conduct review sessions with VA stakeholders and content managers to adjudicate comments.
- i) Create Vets.gov content as required for social media and other communication vehicles.
- j) Apply professional writing and editorial expertise to all Vets.gov content.



- k) Work with the design team to determine content placement within the defined Vets.gov information architecture/site structure.
- l) Conduct ongoing scans of migrated content to ensure currency. Update content in accordance with the content concurrence process as needed; daily content updates are anticipated.

The Contractor shall include a summary of monthly content development activities in the Monthly Progress Report. Reporting shall include, but not be limited to, the following:

- a) Number of new content pages deployed.
- b) Number of requests for content updates and percentage complete.
- c) Number of content pages currently in process.
- d) Content completion “velocity.”

**Deliverables:**

- A. Vets.gov Content Strategy
- B. Proposed Content Review and Concurrence Process Map
- C. Content inventory

## **5.5 BRANDING AND VISUAL DESIGN – T&M (BASE AND OPTION PERIODS)**

The Contractor shall provide branding and visual design support for Vets.gov projects. The Contractor shall:

- a) Create Branded Templates and Communications Materials for Vets.gov stakeholders.
- b) Support updates to the Vets.gov style guide and Vets.gov Playbook as needed.
- c) Enhance visual design of existing and future Vets.gov projects following the United States Digital Service (USDS) web design standards <https://playbook.cio.gov/designstandards/> and the Vets.gov Playbook.

**Deliverable:**

- A. Branded Templates and Communications Materials

## **5.6 CONTINUING VETS.GOV DESIGN AND DEVELOPMENT – T&M (BASE AND OPTION PERIODS)**

Vets.gov serves as a single, unified website for all Veteran services in order to improve access to benefits, services, and information. Due to the aggressive timeline associated with this development effort, the Contractor shall be prepared to begin execution of this task immediately upon contract award.

This task includes requirements refinement, design, development and migration of existing content and services to the Vets.gov platform as well as developing new services to be hosted on Vets.gov. Each new component added to Vets.gov will be called a product for the purposes of this PWS. The Contractor shall:

- a) Support and enhance Beta platform launch capabilities - (requirements, design/development/content rewrite/O&M):
  - 1) GI Bill comparison tool

- 2) Veteran Employment Center (VEC™)
- 3) Facility locator

b) For each new product, the Contractor shall support product initiation, requirements refinement and design, development, testing and deployment:

#### Product Initiation:

- 1) Conduct a product kick-off meeting with DS and designated stakeholders and develop a Product Charter; coordinate signing of product charters by the VA Business Owner and Vets.gov Project Manager.
- 2) Prepare a Product Plan for COR and/or Vets.gov Project Manager review.
- 3) Conduct discovery activities on current site features, content, business process flows, and functions; collect available data, user feedback, and VA stakeholder feedback. Identify user needs, areas of improvement. Develop a Discovery Report with analysis and assessment of level of effort and complexity for migration.
- 4) Develop recommendations for a search keyword list based on discovery report; include recommendations in the Discovery Report.

#### Requirements Refinement and Design:

- 1) Refine Vets.gov product requirements/user stories using Human Centered Design (HCD) practices, including, but not limited to wire frames, mockups, prototypes, and user interviews, user concept testing, and usability testing.
- 2) Apply information architecture and interaction design principles to Veteran-facing functions.
- 3) Conduct and document design research/heuristic audit on current website; document detailed site data flow; identify new data elements required for COR approval.
- 4) Define Minimum Viable Product (MVP) functionality for the product, including user stories as well as operational, business, functional, technical, data, and integration requirements.
- 5) Enter user stories into the project tool for agile development.
- 6) Create wireframes and mockups and review with stakeholders.
- 7) Create supporting documentation for data and business process flows in new design.
- 8) Obtain appropriate approval of the designs and prototypes per the product charter.

#### Product Development:

- 1) Create an alpha prototype and conduct facilitated demos to elicit feedback for improvements to the design
- 2) Create a Beta Prototype of the redesigned mockups and wireframes including back-end integration.
- 3) Follow an agile, continuous integration/deployment methodology with the capability of providing multiple code releases per day in production.
- 4) Comment code in a clear and concise manner
- 5) Follow web application coding best practices as defined in Twelve-Factor App (<http://12factor.net/>)
- 6) Instrument individual pages with robust appropriate analytics to measure against defined Key Performance Indicators (KPIs) provided by DS after award.

- 7) All Vets.gov content and services shall be Section 508-compliant and mobile responsive; design/templates for the product shall be viewable across multiple web-browsers and/or mobile devices.
- 8) Execute this task using the VA DS software development tool set defined in PWS task 5.2.
- 9) Develop all work products within VA's private GitHub repository.

#### Product Testing and Deployment:

- 1) Develop a test plan and provide test reports prior to launch.
  - 2) Create automated test scripts; conduct all testing and document results, including, but not limited to, unit, development, performance, security, integration, Section 508, functional, and usability testing in a test report.
  - 3) Perform Section 508 testing on services and content (e.g., documents) to ensure Section 508 compliance; provide testing and scanning tools required; work with VA Section 508 compliance office to ensure full compliance of Vets.gov.
  - 4) Develop a Transition Plan to sunset/retirement approach for content and legacy systems.
  - 5) Use Vets.gov Agile development tools for all user stories and test scripts; ensure traceability for testing.
  - 6) Develop a Pre-launch Checklist to mitigate risk prior to launch.
  - 7) Verify to COR/VA PM that Technical Documentation, Commented Code and Test Scripts are complete and stored in GitHub or DS-designated locations.
  - 8) Coordinate with VA help desk and VA call centers to provide required information to update help desk and call center scripts.
- c) Provide surge development and technical documentation support for custom integrations with existing VA systems necessary to migrate legacy systems to Vets.gov and to securely connect to the identity management system. Note that languages and environments for existing VA systems may vary by system. Systems requiring integration will be identified by the DS after award.

The Contractor shall provide a monthly summary of development activities in the Monthly Progress Report. All technical documentation will be stored in Vets.gov project tools, GitHub, and other tools as identified by the COR. All code will be stored in Vets.gov GitHub repositories as directed by the COR.

#### **Deliverables:**

- A. Product Charter
- B. Product Plan
- C. Discovery Report
- D. MVP
- E. Alpha and Beta prototypes
- F. Test Plan, automated test scripts and test report
- G. Transition plan
- H. Pre-launch Checklist
- I. Technical Documentation, Commented Code and Test Scripts

## **5.7 IAM SERVICES – T&M (BASE AND OPTION PERIOD 1)**

Integrate Identity Access Management (IAM) into the Vets.gov platform allowing for role-based access. The Contractor shall:

- a) Prepare an IAM Approach and Integration Strategy identifying a repeatable process, priorities, and proposed timeline for integrating IAM to legacy VA systems.
- b) Identify integration opportunities for utilization of existing identity management data from outside sources as well as existing VA data sources.
- c) Provide a test environment for integration development activities.
- d) Identify additional services required for seamless transition from existing portals.
- e) Review IAM data required for integration with each system.
- f) Identify attributes required to be added to the FICAM level 3 data.
- g) Identify requirements, design, code and test VA integration with identity management interfaces for each product as needed.
- h) Review DS migration plan and identify potential risks/logistical issues.

### **Deliverable:**

- A. IAM Approach and Integration Strategy

## **5.8 PROCUREMENT OF IDENTITY ACCESS MANAGEMENT (IAM) BROKER LICENSE – FFP (OPTIONAL TASK - BASE AND OPTION PERIODS)**

The Vets.gov portal will provide a single sign-on (SSO) focal point for Veteran and other VA users to access VA services provided through any VA supporting systems. In order to support SSO, the Contractor shall provide an identity verification service to authenticate Veteran or VA system users. The IAM service is required to meet stringent VA security/authentication requirements to restrict Vets.gov access to individual applications based on specific data attributes (e.g., only allow verified Veterans to submit a particular form, or only allow Level of Assurance (LOA) 3 accounts access to a particular functionality).

The Contractor provided annual broker license shall include:

- a) Multi-factor authentication
- b) Intelligent Credential Broker Service
- c) Attribute Exchange
- d) Attribute Based Access Decisions
- e) Database management, Integration and Audit capabilities
- f) Permissioned Storage & Release of Personal Data
- g) Credential Service Provider (CSP) Attribute Bundle Support: 1,2,3 and 5
- h) Capable of providing a test environment and multiple test accounts in production
- i) Continuity of Operations (COOP) / Disaster Recovery (DR) capabilities within the continental United States (CONUS)
- j) Call center support
- k) Unlimited Federal Identity, Credential, and Access Management (FICAM) LOA 1 and 2 users included in the broker license fee.
- l) Ability to accept Common Access Card/Personal Identity Verification credentials

The Contractor-provided IAM service shall meet the following security requirements:

- a) FICAM Trusted Framework Solutions (TFS) Approved Identity Service
- b) FICAM LOA 1, 2, and 3
- c) FICAM Component Service Designation: CSP and Token Manager (TM)
- d) FICAM Profile Support: Security Assertion Markup Language (SAML) 2.0 Web SSO
- e) FIPS 140-2 compliant
- f) FICAM Adopted Trust Frameworks
- g) Alignment with the [National Strategy for Trusted Identities in Cyberspace](#) (NSTIC)

At a minimum, the Contractor shall verify Veteran status against the Master Veteran Index (MVI) database and at least one other verifying source. The Contractor shall provide VA with a Veteran Authentication Audit Log of inconsistencies.

The Contractor shall provide VA with a hosted IAM service/broker license to support up to 20 million Veteran and Veteran-affiliated users. This 12-month optional task may be exercised once during each performance period.

**Deliverables:**

- A. IAM Broker License
- B. Veteran Authentication Audit Log

## **5.9 PROCUREMENT OF IDENTITY ACCESS MANAGEMENT (IAM) USER LICENSES - T&M (BASE AND OPTION PERIODS)**

The Contractor shall provide VA with up to a quantity of 1,000,000 (12-month) IAM FICAM LOA 3 user licenses, up to a quantity of 500,000 (12-month) PIV user licenses, and applicable license renewals as needed to support the Vets.gov user base. For purposes of this PWS, an initial user is defined as a first-time user during the first year of accessing Vets.gov through the IAM user license. A user renewal is an existing user after the initial 12-month period is completed.

The Contractor shall include monthly reporting on initial and renewal user license activity in the Monthly Progress Report. The Contractor shall notify the COR within 24 hours of spikes in user license demand resulting in significant changes to monthly invoice amounts.

**Deliverable:**

- A. IAM FICAM LOA 3 and PIV User Licenses (Initial and Renewal)

## **5.10 IAM ATTRIBUTES - T&M (BASE AND OPTION PERIODS)**

The Contractor shall provide, maintain, and renew credentialing services for additional attributes to the Identity Authentication process as required by DS. For purposes of this PWS, an initial attribute user is defined as a first-time user of attribute credentialing with an initial period lasting 12 months. A renewal user is an existing user of attribute credentialing after the initial 12-month period is over.

The Contractor shall include monthly reporting on initial and renewal attribute credentialing activity in the Monthly Progress Report.

**Deliverable:**

- A. Additional Attributes (Initial and Renewal)

**5.11 VETS.GOV OPERATIONS AND MAINTENANCE (O&M) – T&M (BASE AND OPTION PERIODS)**

The Contractor shall design and implement operations and maintenance (O&M) processes for the Vets.gov platform and products including bug fixes, planned and unplanned maintenance, and enhancement requests. The Contractor shall document proposed O&M processes in a Vets.gov O&M Plan for review and approval by the COR. The Contractor shall:

- a) Refine detailed SLAs for 1) Vets.gov platform, and 2) Vets.gov products; report performance against SLAs in Monthly Progress Report to COR.
- b) Create and maintain a tracking system to document and resolve system bugs and trouble tickets; provide SLA metrics for problem resolution/incident resolution.
- c) Provide a schedule for upcoming planned maintenance for COR approval.
- d) Support user feedback collection, analysis and action planning. Aggregate user feedback and provide design and development recommendations.
- e) Maintain Section 508, DAP and HTTPS policy compliance scanning tools.
- f) Maintain and ensure compliance to VA enterprise data taxonomy of all platform applications.
- g) Continue to provide platform, SDK and compliance tools, support and license renewals as required.
- h) Monitor user volume and notify COR of user license and attribute credentialing usage and use patterns.

The Contractor shall follow continuous delivery and governance best practices to provide O&M support for Vets.gov including:

- a) Capacity and storage management
- b) Change, configuration and release management
- c) System and network administration
- d) Performance management and monitoring
- e) Security management
- f) Content management – ensuring all portal content is current
- g) Bug fixes/patches /software upgrades
- h) Planned and unplanned maintenance
- i) Platform and project enhancements including design and user interface refinements, coding, database updates and testing.
- j) Monitor product and platform performance against SLAs; document and implement actions required upon COR approval.
- k) Provide help desk/technical support to the DS team as required
- l) COOP/DR Capabilities within CONUS

The Contractor shall include a summary of O&M activities performed during the month in the Monthly Progress Report with an analysis of Vets.gov performance against DS-provided SLAs.

**Deliverable:**

- A. Vets.gov O&M Plan

## 6.0 GENERAL REQUIREMENTS

### 6.1 ENTERPRISE AND IT FRAMEWORK

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

The Contractor shall ensure Commercial Off-The-Shelf (COTS) product(s), software configuration and customization, and/or new software are PIV-enabled by accepting HSPD-12 PIV credentials using VA Enterprise Technical Architecture (ETA), <http://www.ea.oit.va.gov/EAOIT/OneVA/EAETA.asp>, and VA Identity and Access Management (IAM) approved enterprise design and integration patterns, [http://www.techstrategies.oit.va.gov/docs\\_design\\_patterns.asp](http://www.techstrategies.oit.va.gov/docs_design_patterns.asp). The Contractor shall ensure all Contractor delivered applications and systems are compliant with VA Identity Management Policy (VAIQ# 7011145), Continued Implementation of Homeland Security Presidential Directive 12 (VAIQ#7100147), and VA IAM enterprise identity management requirements (IAM Identity Management Business Requirements Guidance document), located at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>. The Contractor shall ensure all Contractor delivered applications and systems provide user authentication services compliant with NIST Special Publication 800-63, VA Handbook 6500 Appendix F, "VA System Security Controls", and VA IAM enterprise requirements for direct, assertion based authentication, and/or trust based authentication, as determined by the design and integration patterns. Direct authentication at a minimum must include Public Key Infrastructure (PKI) based authentication supportive of Personal Identity Verification (PIV) and/or Common Access Card (CAC), as determined by the business need. Assertion based authentication must include a SAML implementation. Additional assertion implementations, besides the required SAML assertion, may be provided as long as they are compliant with NIST 800-63 guidelines. Trust based authentication must include authentication/account binding based on trusted HTTP headers. The Contractor solution shall conform to the specific Identity and Access Management PIV requirements are set forth in OMB Memoranda M-04-04 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy04/m04-04.pdf>), M-05-24 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-24.pdf>), M-11-11 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf>), National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 201-2, and supporting NIST Special Publications.

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>.

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M08-05 mandating Trusted Internet Connections (TIC) (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-05.pdf>), M08-23 mandating Domain Name System Security (NSSEC) (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-23.pdf>), and shall comply with the Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0 [https://www.fedramp.gov/files/2015/04/TIC\\_Ref\\_Arch\\_v2-0\\_2013.pdf](https://www.fedramp.gov/files/2015/04/TIC_Ref_Arch_v2-0_2013.pdf).

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 11 and Microsoft Office 2010. In preparation for the future VA standard configuration update, end user solutions shall also be compatible with Office 2013 and Windows 8.1. However, Office 2013 and Windows 8.1 are not the VA standard yet and are currently not approved for use on the VA Network, but are in-process for future approval by OI&T. Upon the release approval of Office 2013 and Windows 8.1 individually as the VA standard, Office 2013 and Windows 8.1 will supersede Office 2010 and Windows 7 respectively. Applications delivered to the VA and intended to be deployed to Windows 7 workstations shall be delivered as a signed .msi package and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager (SCCM) VA's current desktop application deployment tool. Signing of the software code shall be through a vendor provided certificate that is trusted by the VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline (USGCB) specific to the particular client operating system being used.

## 6.2 SECURITY AND PRIVACY REQUIREMENTS

### 6.2.1 Position/Task Risk Designation Level(S)

<b>Position Sensitivity</b>	<b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
<b>Low / Tier 1</b>	<b>Tier 1 / National Agency Check with Written Inquiries (NACI)</b> A Tier 1/NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), Federal Bureau of Investigation (FBI) name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk



<b>Position Sensitivity</b>	<b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
	positions.
<b>Moderate / Tier 2</b>	<b>Tier 2 / Moderate Background Investigation (MBI)</b> A Tier 2/MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
<b>High / Tier 4</b>	<b>Tier 4 / Background Investigation (BI)</b> A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

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

#### Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.10	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.11	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

## **6.2.2 Contractor Personnel Security Requirements**

### **Contractor Responsibilities:**

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- a. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- b. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- c. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
  - 1) For a Tier 1/Low Risk designation:
    - a) OF-306
    - b) DVA Memorandum – Electronic Fingerprints
  - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
    - a) OF-306
    - b) VA Form 0710
    - c) DVA Memorandum – Electronic Fingerprints
- d. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- e. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If

click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).

- f. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- g. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- h. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- i. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- j. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

#### **Deliverable:**

- A. Contractor Staff Roster

### **6.3 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).

### **6.4 PERFORMANCE METRICS**

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

<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Performance Levels</b>
A. Technical Needs	1. Demonstrates understanding of	Satisfactory or higher

<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Performance Levels</b>
	requirements 2. Efficient and effective in meeting requirements 3. Meets technical needs and mission requirements 4. Offers quality services/products	
<b>B. Project Milestones and Schedule</b>	1. Established milestones and project dates are met 2. Products completed, reviewed, delivered in timely manner 3. Notifies customer in advance of potential problems	Satisfactory or higher
<b>C. Project Staffing</b>	1. Currency of expertise 2. Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
<b>D. Value Added</b>	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.

## **6.5 FACILITY/RESOURCE PROVISIONS**

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

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

VA may provide remote access to VA specific systems/network in accordance with VA Handbook 6500, which requires the use of a VA approved method to connect external equipment/systems to VA's network. Citrix Access Gateway (CAG) is the current and only VA approved method for remote access users when using or manipulating VA information for official VA Business. VA permits CAG remote access through approved Personally Owned Equipment (POE) and Other Equipment (OE) provided the equipment meets all applicable 6500 Handbook requirements for POE/OE. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved POE or OE. The Contractor shall provide proof to the COR for review and approval that their POE or OE meets the VA Handbook 6500 requirements and VA Handbook 6500.6 Appendix C, herein incorporated as Addendum B, before use. CAG authorized users shall not be permitted to copy, print or save any VA information accessed via CAG at any time. VA prohibits remote access to VA's network from non-North Atlantic Treaty Organization (NATO) countries. The exception to this are countries where VA has approved operations established (e.g. Philippines and South Korea). Exceptions are determined by the COR in coordination with the Information Security Officer (ISO) and Privacy Officer (PO).

This remote access may provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses, depending upon the level of access granted. The Contractor shall utilize government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with VA Handbook 6500, local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. The Contractor shall ensure all work is performed in countries deemed not to pose a significant security risk. For detailed Security and Privacy Requirements (additional requirements of the contract consolidated into an addendum for easy reference) refer to ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED Additional VA Requirements, Consolidated and ADDENDUM B - VA Information And Information System Security/Privacy Language.

## **6.6 GOVERNMENT FURNISHED PROPERTY**

Not applicable.

## **6.7 SHIPMENT OF HARDWARE OR EQUIPMENT**

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.

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

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

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

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

### **A2.0 VA Enterprise Architecture Compliance**

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

#### **A2.1. VA Internet and Intranet Standards**

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet

Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

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

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

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

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

#### **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
- ☒ § 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. 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. 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 CO will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA CO for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by 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 CO.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
  - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.

- c. Recording, monitoring, and control of passwords and privileges.
  - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
  - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
  - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
  - h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
  9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

#### **A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS**

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 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®, Federal Energy Management Program (FEMP) designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

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 [https://www4.eere.energy.gov/femp/requirements/laws\\_and\\_requirements/energy\\_star\\_and\\_femp\\_designated\\_products\\_procurement\\_requirements](https://www4.eere.energy.gov/femp/requirements/laws_and_requirements/energy_star_and_femp_designated_products_procurement_requirements). 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. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates (e.g. Business Associate Agreement, Section 3G), the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

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

**B3. VA INFORMATION CUSTODIAL LANGUAGE**

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

2. VA information should not be co-mingled, if possible, with any other data on the Contractor/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA CO within 30 days of termination of the contract.

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

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

6. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the

Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.05, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

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

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

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

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

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require 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. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, *VA Information Security Program and the TIC Reference Architecture*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6508, *VA Privacy Impact Assessment*.

2. The Contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC),

and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

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

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

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

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

7. The Contractor/Subcontractor agrees to:

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

i. The Systems of Records (SOR); and

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

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

c. Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

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

SOR on individuals to accomplish an agency function, the Contractor/Subcontractor is considered to be an employee of the agency.

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

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

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

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

10. 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.

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

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

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

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, Contractors/Subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The Contractor's security control procedures must be equivalent,



to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA network involving VA information must be in accordance with the TIC Reference Architecture and reviewed and approved by VA prior to implementation.

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

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

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

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

f. VA prohibits the installation and use of personally-owned or Contractor/Subcontractor owned equipment or software on the VA network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved

other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

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

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

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

## **B6. SECURITY INCIDENT INVESTIGATION**

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA

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

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

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

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

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

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

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 CO for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

b. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 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.

## **SCHEDULE FOR DELIVERABLES:**

Refer to Section B.

## **POINTS OF CONTACT:**

### **VA Program Manager:**

Name: Kelly O'Connor  
Voice: 202-299-4366  
Email: Kelly.O'Connor@va.gov

### **Contracting Officer's Representative:**

Name: Angela Gant-Curtis

Address: VA Office of Information Technology  
Product Development  
Planning and Analysis Competency Division  
810 Vermont Ave, NW  
Washington, DC 20420  
Voice: (540)760-7222  
Email: angela.gant-curtis@va.gov

**Contracting Officer:**

Name: Charles Ross  
Address: Department of Veterans Affairs  
23 Christopher Way  
Eatontown, NJ 07724  
Voice: 732 795-1016  
Email: Charles.Ross@va.gov

**Contract Specialist:**

Name: Brandon Caltabilota  
Address: Department of Veterans Affairs  
23 Christopher Way  
Eatontown, NJ 07724  
Voice: 732 795-1114  
Email: Brandon.Caltabilota@va.gov

## **SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.246-2 INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996)

- (a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.  
  
(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected



supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
  - (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of Clause)

**E.2 52.246-6 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**

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

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
  - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of Clause)

**SECTION F - DELIVERIES OR PERFORMANCE**

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CONTRACT ADMINISTRATION DATA**

(continuation from Standard Form 33.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:
  - a. CONTRACTOR: TBD
  - b. GOVERNMENT: Contracting Officer (CO) 0010B Charles W. Ross  
Department of Veterans Affairs (VA)  
Technology Acquisition Center  
23 Christopher Way  
Eatontown, New Jersey 07724
2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:
 

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

☐ 52.232-36, Payment by Third Party
3. INVOICES: Invoices shall be submitted in arrears:
  - a. Quarterly ☐
  - b. Semi-Annually ☐
  - c. Other ☒ – Monthly
4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

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

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

AMENDMENT NO	DATE

## **G.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes Federal Acquisition Regulation (FAR) 52.219-6, Notice of Total Small Business Set-Aside and FAR 52.219-14, Limitations on Subcontracting.

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

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 INCORPORATION OF RATES AND LABOR DESCRIPTIONS**

The time and materials loaded rates and indirect loading rates are incorporated into the contract and shall be set forth in Section J, Attachment 001. Indirect costs as set forth in FAR 52.232-07(b)(5) shall be billed using the indirect loading rates in the contract, or actual indirect loading rates, whichever is lower. The labor descriptions are incorporated into the contract and shall be set forth Section J, Attachment 001.

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

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

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

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

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015



52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2016
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	OCT 2015
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012
52.232-17	INTEREST	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER— OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997

52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED-PRICE	AUG 1987
52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-2	SUBCONTRACTS	OCT 2010
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2015
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
	ALTERNATE IV (SEP 1996)	
52.249-14	EXCUSABLE DELAYS	APR 1984

(End of Clause)

## **I.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

- (a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

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

The Government may require the delivery of the numbered line items 0004, 1004, and 2004, 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 performance of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor any time during the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10-days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of Clause)

**I.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

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

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

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
  - (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
  - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
  - (3) For long-term contracts—

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541511 assigned to contract number .

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

(End of Clause)

## **I.6 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

- (c) *Subcontracts*. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

#### **I.7 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

- (a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).
- (1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.
  - (2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
- (b) This required employee notice, printed by the Department of Labor, may be—
- (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Provided by the Federal contracting agency if requested;
  - (3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or
  - (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
- (f) Subcontracts.
  - (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
  - (2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
  - (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
  - (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

#### **I.8 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)

#### **I.9 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)

#### **I.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

#### **I.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
- (4) *Invoice payment* has the meaning given in FAR 32.001.
- (5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.
- (b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
- (c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:
  - (1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)



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

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

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

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

(End of Clause)

#### **I.12 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

#### **I.13 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)

#### **I.14 MANDATORY WRITTEN DISCLOSURES**

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

## **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

See attached document: Attachment 001 - Pricing Sheet.

See attached document: Attachment 002 - VOA Proposal Dashboard Instructions v1.1.

See attached document: Attachment 003 - VOA User Registration.

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

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	NOV 2015
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010

**K.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

- (a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

**K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.
- (2) The small business size standard is \$27.5 Million.

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

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
  - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- [X] (i) 52.204-17, Ownership or Control of Offeror.
  - [ ] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - [ ] (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.
  - [ ] (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.
  - [ ] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - [ ] (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

- (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

(End of Provision)

### **K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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 ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

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

(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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (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. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (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 [ ] has not [ ], within a 3-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)

#### **K.4 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)

#### **K.5 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)

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

(c) *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—541511.

- (2) The small business size standard is \$27.5 Million.
- (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 it [ ] 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)

## K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

#### **K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that—

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

#### **K.9 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)**

- (b) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
- (b) *Certification*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

#### **K.10 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)**

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

"Person"—

(1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and



- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703–4, by submission of its offer, the offeror—
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
  - (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran’s ability to acquire or develop certain weapons or technologies; and
  - (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
  - (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007

**L.1 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs  
Technology Acquisition Center  
23 Christopher Way  
Eatontown, NJ 07724

Mailing Address:

Department of Veterans Affairs  
Technology Acquisition Center  
23 Christopher Way  
Eatontown, NJ 07724

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

(End of Provision)

### **L.3 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)

### **L.4 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)

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

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

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

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

## L.5 PROPOSAL SUBMISSION

### 1. INTRODUCTION

The Offeror's proposal shall be submitted electronically via the Virtual Office of Acquisition (VOA) in the files set forth below by the date and time indicated in the Solicitation. Proposals submitted by any other method will not be considered. The Offeror's proposal shall consist of five volumes. The Volumes are I – Technical, II – Past Performance, III – Price/Cost, IV – Veterans Involvement, and V - Solicitation, Offer and Award Documents. The use of hyperlinks or embedded attachments in proposals is prohibited. Accordingly, any information contained within an embedded attachment and/or hyperlink will neither be accessed nor evaluated. File sizes shall not exceed 100MB. The web address for the VOA site is <https://www.voa.va.gov/>. Offerors will be required to be registered users on the VOA website in order to submit proposals. Once registered, Offerors can click on the Proposal Dashboard link and within that link click on Add Proposal to open up the form to upload files. The Proposal Type drop down field should be changed to VA118-16-R-0896 to reflect the solicitation being proposed against. For registration or technical issues concerning proposal submission, contact [voahelp@va.gov](mailto:voahelp@va.gov). **WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror's proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.**

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

- a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not

evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

- b. **File Packaging.** All of the proposal files may be compressed (zipped) into one file entitled “proposal.zip” using WinZip version 6.2 or later version or the proposal files may be submitted individually.
- c. **Content Requirements.** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations
Volume I	Technical	Tech.pdf	30 pages
Volume II	Past Performance	Past Perf.pdf	None
Volume III	Price/Cost	Price-Cost.xls	None
Volume IV	Veterans Involvement	VetsI.pdf	None
Volume V	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

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

See also Federal Acquisition Regulation (FAR) 52.212-1, Instructions to Offerors – Commercial Items.

#### (i) **VOLUME I – TECHNICAL FACTOR**

Offerors shall propose a detailed approach that addresses the following:

- a. A description of their technical approach to maximizing development and deployment velocity while ensuring quality for Vets.gov requirements in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.6.
- b. A description of their ability and approach to identification and authentication of users who do not have an extensive digital footprint through the IAM services and licenses IAW PWS paragraphs 5.7, 5.8, 5.9 and 5.10.
- c. A description of their approach to providing Federal Identity, Credential and Access Management (FICAM) Level of Assurance (LOA) 1, 2 and 3 and accepting Common Access Card/Personal Identity Verification credentials through the IAM services and licenses IAW PWS paragraphs 5.7, 5.8, 5.9, and 5.10.

- d. A description of their approach and timeline to validate Veteran status using Master Veteran Index data against other data sources to improve authentication accuracy IAW PWS paragraph 5.8, to include identification of other verifying sources proposed.
- e. A description of their approach to designing and implementing a scalable, high volume web-based application platform IAW PWS paragraph 5.2.
- f. A description of their approach to embedding Veteran expertise in the content development teams for performance of requirements defined in PWS paragraph 5.4.
- g. A description of their approach to maximizing benefit to the Veteran through leveraging other services available through the IAM network while protecting Veteran information IAW PWS paragraph 5.7.

## (ii) **VOLUME II – PAST PERFORMANCE FACTOR**

Offerors shall submit a list of contracts, up to three for the prime contractor and up to three for any major subcontractor (including Federal, State, and local government and private prime or sub-contracts, task/delivery orders, and/or major subcontracts), in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include user centered design, agile development, prototyping, testing, deployment, and IAM utilizing tools such as Ruby on Rails, PostgreSQL, Docker, Jenkins, Selenium, RSpec, New Relic, Bootstrap, Foundation, JQuery, HyperText Markup Language 5, Forms Markup Language, Jekyll, Puma, and Amazon Web Services. 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, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
- (b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
- (c) Government's technical representative/Contracting Officer Representative, and current e-mail address, telephone and fax numbers.
- (d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
- (e) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.

- (f) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), 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.
  - (h) Final or projected final price.
  - (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.

### (iii) **VOLUME III – PRICE/COST FACTOR**

The Offeror shall complete the Schedule of Supplies/Services found in the Excel Price Evaluation Spreadsheet located at ATTACHMENT 0001. The Total Evaluated Price shall be based on the information provided in the Excel Price Evaluation Spreadsheet. Breakdown of cost data is not required in as much as the Contracting Officer anticipates adequate price competition.

- a. FFP Line Items, Firm Quantities – The Offeror shall complete the Excel Price Evaluation Spreadsheet by inputting unit prices for every FFP line item in each of the purchase/contract periods, including options. Proposed unit prices shall be no more than two (2) decimal places.

- b. T&M Line Items, Range Quantities – The Offeror shall complete the Excel Price Evaluation Spreadsheet by inputting unit prices for each range quantity for every item in each of the purchase/contract periods, including options. Proposed unit prices shall be no more than two (2) decimal places. If the Offeror has flat pricing (no quantity discounts) on select items, then the Offeror shall enter the same unit price for each of the ranges. The proposed range quantity unit prices will be incorporated into any resultant contract, as binding, Not To Exceed (NTE) ceiling prices. Calculation of the Total Evaluated T&M Line Items, Range Quantities price will be done automatically based on the range quantity unit prices entered by the Offeror.
- c. T&M Labor Price and T&M Material/ODC Line Items – In the Excel Price Evaluation Spreadsheet, for each Government specified labor category with labor hours, the Offeror shall provide blended loaded labor rates (one loaded labor rate for the prime contractor and all subcontractors per labor category) for the Base Period, Option Period 1, and Option Period 2. Each labor category specified by the Government must be addressed (i.e., no un-addressed labor categories). The Offeror shall enter Off-Site (Contractor Site) blended loaded labor rates with no more than two decimal places. For those labor categories that are listed in more than one T&M task during a period, the Government requires the Offeror to enter the same loaded labor rate for each of the tasks containing that labor category.

The blended loaded labor rates proposed in the Base Period may be escalated from year to year as deemed appropriate by the Offeror. All blended loaded labor rates will include all cost elements as specified in FAR 52.232-7(a). Blended loaded labor rates shall be based on an eight-hour workday, forty-hour workweek, and a 1920-hour productive work year. The Offeror is required to provide and pay for its employees' personal computer equipment, phones and calls, copiers, fax machines, office supplies, mail costs, etc. utilized while at Off-Site work locations. The cost for these items shall be incorporated into the overhead cost or G&A that is included in the proposed blended loaded hourly rates and will not be allowed as ODCs during contract performance. The proposed blended loaded labor rates will be incorporated into any resultant contract, as binding, NTE ceiling loaded labor rates. Calculation of the Total Evaluated Price for the T&M Labor will be done automatically based on the blended loaded labor rates entered by the Offeror.

The Offeror is required to include the Government-provided Material/ODC amounts and the Government-provided Travel amounts and the Offeror shall also provide any applicable Material/Travel Handling and/or G&A indirect rates as authorized by FAR 52.232-7 (b) (5), Payments under Time and Materials and Labor Hour Contracts for the Base Period, Option Period 1, and Option Period 2. This is an estimate for evaluation purposes only. Material/Travel Handling and/or G&A indirect rates proposed shall be no more than two decimal places. If not included in the proposal, indirect loadings may not be added during contract performance. IAW regulations regarding time-and-material contracts, when loading these estimates, no fee/profit is allowed. The proposed Material/Travel Handling and/or G&A indirect rates will be incorporated into any resultant contract, as binding, NTE ceiling rates. Expenses for local travel (i.e., from the contractor's local place of business to the local Government facility) will not be reimbursed as a direct cost. Calculation of the Total Evaluated Price for the T&M Material/Travel & Material/Travel Fixed Handling will be done automatically based on the Material/Travel Fixed Handling rates entered by the Offeror.



- d. Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two (2) decimal places and requires the unit prices and total prices to be displayed as two (2) decimal places. Ensure that the two (2) digit unit price multiplied by the item quantity equals the two (2) digit total item price (there should be no rounding).
- d. All Offerors should propose using an estimated award date of April 29, 2016.

**(iv) VOLUME IV – VETERANS INVOLVEMENT FACTOR.**

- (1) For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).
- (2) For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran's Involvement Factor.
- (3) With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.
- (4) At the Offeror's sole discretion, provide information in accordance with VAAR Subpart 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program.

**(v) VOLUME V - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.**

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

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

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

## SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

(End of Provision)

### M.2 EVALUATION FACTORS FOR AWARD

#### A. BASIS FOR AWARD

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

#### B. FACTORS TO BE EVALUATED

1. TECHNICAL
2. PAST PERFORMANCE
3. PRICE/COST
4. VETERANS INVOLVEMENT

## C. EVALUATION APPROACH

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

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

- a. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements specified in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- b. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner. Government reserves the right to evaluate the Offeror's proposed T&M labor rates in order to determine feasibility of the Offeror's technical approach.

### 2. 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 Vets.gov platform, content and product design, development, testing, and release support, operations and maintenance support, and/or IAM services and licenses and/or whose subcontract is for more than 25% of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government may review any available past performance data for the Offeror or any of its proposed subcontractors 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, controlling project cost, 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.

### 3. PRICE/COST EVALUATION APPROACH.

The total overall evaluated price will be the sum of the total evaluated FFP line items and the total evaluated T&M line items, including all options. The Government will verify the Offeror's calculation of the total overall evaluated price using the Excel Pricing spreadsheet provided as Attachment 001 to the solicitation. The Government will adjust the Offeror's proposed total overall evaluated price if mathematical errors are identified.

- a. FFP Line Items, Firm Quantities – The Total Evaluated FFP will be the sum of all FFP line item prices, including all options. The total evaluated price for each FFP line item will be calculated by multiplying the quantity/unit (e.g. 1 LO or 3 EA) by the proposed unit price.
- b. T&M Line Items, Range Quantities – Where range quantity prices are required, the total evaluated price for each line item will be calculated by computing a weighted unit price and multiplying the weighted unit price by the evaluation quantity for that line item.

The example below shows how the evaluated price will be computed for a hypothetical line item where range pricing is required:

- i. Each range proposed unit price will be multiplied by a percentage weighting (the percentage will be specified by the Government) for that range to calculate a weighted unit price for that range.
- ii. The weighted unit price for each range will be summed. The result will be the evaluated weighted unit price.
- iii. The evaluated weighted unit price will be multiplied by the evaluated quantity specified in the solicitation. The result will be the total evaluated price for that line item.

#### EXAMPLE:

<u>RANGE QUANTITY</u>	<u>UNIT PRICE</u>	<u>% WEIGHT</u>	<u>WEIGHTED UNIT PRICE</u>	
1 – 100	\$1,000.00	20%	\$200.00	
101 – 250	\$ 800.00	30%	\$270.00	
251 – 600	\$ 900.00	30%	\$240.00	
601 – 1,000+	\$ 700.00	20%	\$140.00	
<i>Total Weighted Price</i>		<u>100%</u>	<u>\$850.00</u>	
<u>TOTAL WEIGHTED</u>	X	<u>EVALUATED</u>	=	<u>Total Evaluated Price</u>
<u>UNIT PRICE</u>		<u>QUANTITY</u>		
\$850.00	X	1,000	=	\$850,000.00

- c. T&M Labor Price and T&M Material/Other Direct Costs (ODC) Price – The Total Evaluated T&M Price will equal the sum of the total labor price and the total of the Materials/ODC price (including associated General and Administrative (G&A)/Material Handling Costs) for the entire contract period of performance, including options. The Government will verify the Offeror's calculation of the Total Evaluated T&M Price. The Government will adjust the Offeror's proposed Total Evaluated T&M Price if mathematical errors are identified. The estimated labor hours are for evaluation purposes only and do not obligate the Government to award such labor hours.

#### 4. VETERANS INVOLVEMENT EVALUATION APPROACH

In accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business (VOSB) Evaluation Factors, the Government will assign evaluation credit for an Offeror (prime contractor) which is a Service-Disabled Veteran-Owned Small Business (SDVOSB) or a VOSB. Non-SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor. In accordance with VAAR 852.219-72, Evaluation Factor for Participation in the VA Mentor-Protégé Program, the Government will assign credit to non-SDVOSB/VOSBs with approved Mentor-Protégé Agreements.