

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 82		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-16-R-1402		
						6. SOLICITATION ISSUE DATE 08-25-2016		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Brandon Caltabilota, Contract Specialist			b. TELEPHONE NO. (No Collect Calls) 732-795-1114		8. OFFER DUE DATE/LOCAL TIME 09-09-2016 12:00PM EST	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way  Eatontown NJ 07724				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541511 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$27.5M				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO See Section B.3.				16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way  Eatontown NJ 07724				
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		
						Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971  PHONE: FAX:		
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT	
							23. UNIT PRICE	
							24. AMOUNT	
		See Section B.2.  Contract Type: Firm-Fixed-Price  Alternate POC: Mark R. Junda, 732-795-1019  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark R. Junda Contracting Officer		31c. DATE SIGNED		

## A.2 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.

## Table of Contents

<b>SECTION A.....</b>	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS .....	1
A.2 GOVERNING LAW.....	2
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS.....</b>	<b>5</b>
B.1 CONTRACT ADMINISTRATION DATA .....	5
B.2 PRICE SCHEDULE .....	7
B.3 PERFORMANCE WORK STATEMENT .....	14
<b>1.0 BACKGROUND.....</b>	<b>14</b>
<b>2.0 APPLICABLE DOCUMENTS .....</b>	<b>14</b>
<b>3.0 SCOPE OF WORK .....</b>	<b>17</b>
<b>4.0 PERFORMANCE DETAILS.....</b>	<b>17</b>
4.1 PERFORMANCE PERIOD .....	17
4.2 PLACE OF PERFORMANCE .....	18
4.3 TRAVEL .....	18
4.4 CONTRACTOR FURNISHED PROPERTY .....	18
<b>5.0 SPECIFIC TASKS AND DELIVERABLES .....</b>	<b>19</b>
5.1 PROJECT MANAGEMENT .....	19
5.1.1 Technical Kickoff Meeting .....	19
5.2 eREADER SOFTWARE .....	19
5.2.1 Technical Features: .....	20
5.2.2 Evidence Tagging .....	21
5.2.3 Navigation.....	21
5.2.4 Documents List .....	22
5.2.5 Appeal Information.....	23
5.2.6 Duplicate Documents.....	23
5.2.7 Notes .....	23
5.2.8 Highlighting/Markup Documents .....	24
5.2.9 Optical Character Recognition .....	24
5.3 EREADER USER LICENSES.....	25
5.3.1 eReader Pilot Licenses .....	25
5.3.2 eReader Rollout Licenses – Optional Task 1 .....	25
5.3.3 eReader License Renewal.....	25
5.4 EREADER PILOT SUPPORT.....	25
5.4.1 Additional eReader Pilot Support – Optional Task 2.....	26
5.5 EREADER CUSTOMIZATION – OPTIONAL TASK 3.....	26
<b>6.0 GENERAL REQUIREMENTS.....</b>	<b>27</b>
6.1 SECURITY AND PRIVACY REQUIREMENTS.....	27
6.1.1 Position/Task Risk Designation Level(s) .....	27
6.1.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS.....	28
6.2 METHOD AND DISTRIBUTION OF DELIVERABLES .....	29

6.3	PERFORMANCE METRICS.....	29
6.4	FACILITY/RESOURCE PROVISIONS .....	30
6.5	GOVERNMENT FURNISHED PROPERTY.....	32
6.6	SHIPMENT OF HARDWARE OR EQUIPMENT .....	32
<b>ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED.....</b>		<b>33</b>
<b>ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE... 37</b>		
<b>SECTION C - CONTRACT CLAUSES .....</b>		<b>47</b>
C.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	47
C.2	52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015).....	47
C.3	52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) .....	48
C.4	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016) .....	49
C.5	52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989) .....	57
C.6	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) .....	57
C.7	52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) .....	57
C.8	VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) .....	58
C.9	VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	58
C.10	VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	58
C.11	VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) .....	60
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>		<b>61</b>
<b>SECTION E - SOLICITATION PROVISIONS .....</b>		<b>62</b>
E.1	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	62
E.2	52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)....	62
E.3	52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012).....	63
E.4	52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) .....	63
E.5	52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) .....	65
E.6	52.216-1 TYPE OF CONTRACT (APR 1984) .....	65
E.7	52.233-2 SERVICE OF PROTEST (SEP 2006) .....	65
E.8	VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009).....	66
E.9	VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) 66	
E.10	VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) .....	67
E.11	VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) .....	67
E.12	VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003) .....	67
E.13	EVALUATION FACTORS FOR AWARD.....	68
E.14	PROPOSAL SUBMISSION.....	70

**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

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

1. Contract Administration: All contract administration matters will be handled by the following individuals:
  - a. CONTRACTOR: TBD
  - b. GOVERNMENT: Contracting Officer 36C10B Mark R. Junda  
Department of Veterans Affairs  
Technology Acquisition Center  
23 Christopher Way  
Eatontown, NJ 07724
2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:
 

[X] 52.232-34, Payment by Electronic Funds Transfer—Other Than System  
For Award Management, or

[ ] 52.232-36, Payment by Third Party
3. INVOICES: Invoices shall be submitted in arrears:
  - a. Quarterly [ ]
  - b. Semi-Annually [ ]
  - c. Other [X – 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

**5. Subcontracting Commitments - Monitoring and Compliance**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

## B.2 PRICE SCHEDULE

**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.**

**Deliverables shall be provided via electronic submission to:** VA Program Manager (PM), Contracting Officers Representative (COR), and Contracting Officer (CO).

**Inspection:** Destination

**Acceptance:** Destination

**FOB:** Destination

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	<p><b>Project Management</b></p> <p>In accordance with (IAW) paragraphs 5.1 (inclusive of subparagraph 5.1.1) and 6.2.2 of the Performance Work Statement (PWS).</p> <p><i>This Firm-Fixed-Price (FFP) Contract Line Item Number (CLIN) includes all labor, materials, travel, and deliverables required for the successful completion of the services detailed in PWS paragraphs 5.1 (inclusive of subparagraph 5.1.1) and 6.2.2.</i></p> <p><i>The price of CLIN 0001 shall be included in and allocated to CLIN 0002 through 0003.</i></p> <p><i>Period of performance shall be 12 months from date of award.</i></p>	12	MO	NSP	NSP
0001AA	<p><b>Monthly Progress Report</b></p> <p>IAW paragraph 5.1.1 of the PWS.</p> <p><i>Due the fifth day of each month throughout the period of performance.</i></p>	12	EA	NSP	NSP
0001AB	<p><b>Contractor Staff Roster</b></p> <p>IAW paragraph 6.2.2 of the PWS.</p> <p><i>Due three days after contract award and updated throughout the period of</i></p>	1	LO	NSP	NSP

	<i>performance.</i>				
<b>0002</b>	<b>eReader Software / Pilot Licenses</b>  IAW paragraph 5.2 and 5.3.1 of the PWS.  <i>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.2 and its subparagraphs, and PWS paragraph 5.3.1.</i>  <i>Licenses shall include access to Tier 3 technical support, provision of bug fixes and software patches/updates as they occur.</i>  <i>Software licenses shall be delivered within five days after receipt of contract.</i>	<b>40</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
<b>0003</b>	<b>eReader Pilot Support</b>  IAW paragraph 5.4 of the PWS.  <i>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.4 and its subparagraphs.</i>  <i>Period of performance shall be three months from date of award.</i>	<b>3</b>	<b>MO</b>	<b>\$</b>	<b>\$</b>
<b>0003AA</b>	<b>Reusable Training Materials</b>  IAW paragraph 5.4 of the PWS.  <i>Due 14 days after completion of pilot.</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>0003AB</b>	<b>Recorded training session</b>  IAW paragraph 5.4 of the PWS.  <i>Due 5 days after training.</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
	<b>Base Period Total</b>				<b>\$</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 5.4 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>	<p><b>Project Management</b></p> <p>IAW paragraphs 5.1 (inclusive of subparagraph 5.1.1) and 6.2.2 of the PWS.</p> <p><i>This FFP CLIN includes all labor, materials, travel, and deliverables required for the successful completion of the services detailed in PWS paragraphs 5.1 (inclusive of subparagraph 5.1.1) and 6.2.2.</i></p> <p><i>The price of CLIN 1001 shall be included in and allocated to CLIN 1002.</i></p> <p><i>Period of performance shall be 12 months upon commencement of option period 1.</i></p>	<b>12</b>	<b>MO</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AA</b>	<p><b>Monthly Progress Report</b></p> <p>IAW paragraph 5.1.1 of the PWS.</p> <p><i>Due the fifth day of each month throughout the performance of option period 1.</i></p>	<b>12</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>1001AB</b>	<p><b>Contractor Staff Roster</b></p> <p>IAW paragraph 6.2.2 of the PWS.</p> <p><i>Shall be updated throughout the performance of option period 1.</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>1002</b>	<p><b>Renewal of eReader Software / Pilot Licenses</b></p> <p>IAW paragraph 5.3.3 of the PWS.</p> <p><i>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.3.3.</i></p>	<b>NTE 1500</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

	<i>Period of performance for these license renewals shall be 12 months from commencement of option period 1.</i>				
	<b>Option Period 1 Total</b>				\$
	<b>Option Period 2 –</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 option period 1.</i>				
<b>2001</b>	<b>Project Management</b>  IAW paragraphs 5.1 (inclusive of subparagraph 5.1.1) and 6.2.2 of the PWS.  <i>This FFP CLIN includes all labor, materials, travel, and deliverables required for the successful completion of the services detailed in PWS paragraphs 5.1 (inclusive of subparagraph 5.1.1) and 6.2.2.</i>  <i>The price of CLIN 2001 shall be included in and allocated to CLIN 2002 through CLIN 2003.</i>  <i>Period of performance shall be 12 months upon commencement of option period 2.</i>	<b>12</b>	<b>MO</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AA</b>	<b>Monthly Progress Report</b>  IAW paragraph 5.1.1 of the PWS.  <i>Due the fifth day of each month throughout the performance of option period 2.</i>	<b>12</b>	<b>EA</b>	<b>NSP</b>	<b>NSP</b>
<b>2001AB</b>	<b>Contractor Staff Roster</b>  IAW paragraph 6.2.2 of the PWS.  <i>Shall be updated throughout the performance of option period 2.</i>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>2002</b>	<b>Renewal of eReader Software / Pilot Licenses</b>	<b>NTE 1500</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>

	<p>IAW paragraph 5.3.3 of the PWS.</p> <p><i>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.3.3.</i></p> <p><i>Period of performance for these license renewals shall be 12 months from commencement of option period 2.</i></p>				
2003	<p><b>Hard Drive Removal</b></p> <p>IAW paragraph 4.4 of the PWS.</p> <p><i>Upon contract completion, the Contractor shall notify the local VA Facility to have the hard drive removed from the laptop and disposed of per VA Policy. The laptop with the hard drive removed will be returned to the Contractor and removed from the VA inventory.</i></p> <p><i>The Government will reimburse the Contractor for hard drives under proper invoicing procedures.</i></p>	1	LO	\$	\$
	<b>Option Period 2 Total</b>				\$
<b>Optional Tasks – In the event the Optional Line Items are exercised by the Government in its sole discretion in accordance with FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item, the Contractor shall execute these tasks as described in paragraphs 5.3 (for CLIN 3001) and 5.4 (for CLIN 3002) of the PWS, if exercised.</b>					
3001	<p><b>Additional eReader User Licenses (Optional Task 1)</b></p> <p>IAW paragraph 5.3.2 of the PWS</p> <p><i>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.3.2.</i></p> <p><i>This optional task may be exercised at the sole discretion of the Government at any time during the period of performance.</i></p> <p><i>Licenses provided during the contract period shall be prorated in order to be</i></p>	NTE 1460	EA	\$	\$

	<p><i>co-terminated with the contract period of performance.</i></p> <p><i>The total quantity of user licenses, including the original 40 eReader user licenses, shall not exceed 1500. Licenses shall include access to Tier 3 technical support, provision of bug fixes and software patches/updates as they occur.</i></p> <p><i>Additional licenses shall be delivered within five days from exercise of optional task.</i></p>				
3002	<p><b>Additional eReader Pilot Support (Optional Task 2)</b></p> <p>IAW paragraph 5.4.1 of the PWS</p> <p><i>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.4.1.</i></p> <p><i>This optional task may be exercised at the sole discretion of the Government at any time during the base period of performance.</i></p> <p><i>*This optional task can be exercised up to five times during the base period.</i></p> <p><i>Period of performance is one month from exercise of the optional task.</i></p>	*5	EA	\$	\$
3003	<p><b>eReader Customization (Optional Task 3)</b></p> <p>IAW paragraph 5.5 of the PWS</p> <p><i>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.5.</i></p> <p><i>This optional task may be exercised at the sole discretion of the Government at any time during the period of performance.</i></p>	*30	EA	\$	\$

	<p><i>*This optional task can be exercised up to 10 times during the base period and 10 times during each option period.</i></p> <p><i>Period of performance is 6 weeks from exercise of the optional task.</i></p>				
<b>3003AA</b>	<p><b>Updated User Training Materials</b></p> <p>IAW paragraph 5.5 of the PWS.</p> <p><i>Due 14 days prior to release of new functionality.</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>3003AB</b>	<p><b>Updated eReader Technical Documentation</b></p> <p>IAW paragraph 5.5 of the PWS.</p> <p><i>Due 5 days prior to release of new functionality.</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
<b>3003AC</b>	<p><b>Commented Source Code</b></p> <p>IAW paragraph 5.5 of the PWS.</p> <p><i>Due 5 days prior to release of new functionality.</i></p>	<b>1</b>	<b>LO</b>	<b>NSP</b>	<b>NSP</b>
	<b>Optional Task 1 Subtotal</b>				<b>\$</b>
	<b>Optional Task 2 Subtotal</b>				<b>\$</b>
	<b>Optional Task 3 Subtotal</b>				<b>\$</b>
	<b>Contract Total (Including all Options)</b>				<b>\$</b>

## B.3 PERFORMANCE WORK STATEMENT

### 1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Product Development (PD) 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.

The Department of Veterans Affairs (VA) Board of Veterans' Appeals (the Board) has jurisdiction over appeals arising from various Agencies of Original Jurisdiction (AOJ), to include the VA Regional Offices (ROs), VA Medical Centers, the National Cemetery Administration (NCA), and the Office of the General Counsel (OGC). The vast majority, approximately 96 percent, of appeals considered involve Veterans' claims for disability compensation or survivor benefits. The projected appeals workload has prompted the Board, as the sponsor of the Appeals Process, to work with their VA partners to seek a cohesive and unified strategy to address all aspects of appeals modernization across the Enterprise. Modernization of VA's Enterprise Appeals Processes is necessary to enable VA to adjudicate appeals efficiently to serve Veterans and their families with issuance of timely and quality appeal decisions. Based on trends in case receipts, the Board expects to experience additional increases in workload, which include new appeals from the Veterans Benefits Administration (VBA), as well as, remanded cases returning from VBA's Appeals Management Center, the Court of Appeals for Veterans Claims, and appeals from other elements of VA, to include the Veterans Health Administration (VHA), OGC, and National Cemetery Administration (NCA). If VA appeals process along with supporting technologies is not modernized, it will have a negative impact on Veterans, their families, dependents, and beneficiaries.

VA Board is seeking to acquire a document review tool to facilitate attorneys' review of a large number of Portable Document Format (PDF) files.

### 2.0 APPLICABLE DOCUMENTS

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

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. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
16. VA Directive 6500, “Managing Information Security Risk: VA Information Security Program,” September 20, 2012
17. VA Handbook 6500, “Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program,” March 10, 2015
18. VA Handbook 6500.1, “Electronic Media Sanitization,” November 03, 2008
19. VA Handbook 6500.2, “Management of Data Breaches Involving Sensitive Personal Information (SPI),” January 6, 2012
20. VA Handbook 6500.3, “Assessment, Authorization, And Continuous Monitoring Of VA Information Systems,” February 3, 2014
21. VA Handbook 6500.5, “Incorporating Security and Privacy in System Development Lifecycle” March 22, 2010
22. VA Handbook 6500.6, “Contract Security,” March 12, 2010
23. VA Handbook 6500.8, “Information System Contingency Planning”, April 6, 2011
24. National Institute Standards and Technology (NIST) Special Publications (SP)
25. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
26. VA Directive 6300, Records and Information Management, February 26, 2009
27. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
28. OMB Memorandum, “Transition to IPv6”, September 28, 2010
29. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, February 17, 2011
30. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 20, 2014
31. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
32. 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
33. 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
34. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
35. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011

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

59. 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>
60. 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>

### 3.0 SCOPE OF WORK

The Contractor shall:

1. Provide a commercial-off-the-shelf (COTS) or Open Source based document review tool with ongoing support, software patching and upgrades. The tool shall be capable of being hosted by VA on Amazon Web Services (AWS) GovCloud.
2. Provide installation, transition, configuration, integration, and training support for the integration of the eReader solution to VA Caseflow workflows
3. Provide support during pilot implementation of user licenses.
4. Provide customization support for development and implementation of additional eReader functionality.

### 4.0 PERFORMANCE DETAILS

#### 4.1 PERFORMANCE PERIOD

The period of performance (PoP) shall be 12 months from date of award, with two 12-month option periods, and three optional tasks.

Optional task 5.4.1 is for additional eReader pilot support and is only to be exercised during the base period. Optional tasks 5.3.2 is for additional eReader licenses and 5.5 is for eReader customization support and both optional tasks can be exercised during the base period as well as both 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, conferences, and/or training through the period of performance. Include all estimated travel costs in your firm-fixed price line items. These costs will not be directly reimbursed by the Government. If in-person training is required, assume training will be conducted in Washington DC.

The Government anticipates two base period trips and two trips during each option period will be required across the PoP and that these trips will include the following destination:

Destination	Number of trips	Length per trip (days)	Contractors per trip
DC Metro Area	6	5	2

## 4.4 CONTRACTOR FURNISHED PROPERTY

The Contractor shall procure and provide its own laptops or desktop computer systems and associated peripherals (this includes all IT equipment and all consumables), which will not be reimbursed as a direct cost to this effort. Not all development will require the Contractor to have a VA imaged laptop. A VA imaged laptop is necessary for accessing the VA network and testing integration with VA systems. The minimum configuration of the laptop can be found within the following URL: <http://vawww.eie.va.gov>.

The Contractor will be provided the VA Gold image which the Contractor shall be required to load onto its laptops without COR approval for VA installation. No third party applications shall be loaded on these laptops without COR approval. The Contractor shall coordinate through the COR to ensure all equipment is properly processed within VA inventory protocols. The Contractor shall provide a staff roster outlining assignment of laptops and serial number identification to the COR.

Upon Contractor resource arrival at a VA facility, any Contractor-provided laptop shall be submitted for scanning by the VA facility. VA will issue a Property pass that permits authorization of the laptop for use at that VA facility. Under circumstances of Contractor reassignment of resources, the laptop may be transferred to the new employee, but shall be re-submitted for a re-scan and a new Property pass. The Contractor shall update the staff roster accordingly and provide it to the COR. If a laptop is no longer in use, the Contractor shall notify the local VA Facility in order to remove the hard drive from the laptop and dispose of it per VA Policy. The laptop with the hard drive removed will be

returned to the Contractor and removed from the VA inventory. The Government will reimburse the Contractor for hard drives under proper invoicing procedures.

While in use, the laptop will remain in the local facility's inventory until the end of the period of performance (POP). Upon end of the task order POP, the Contractor shall notify the local VA Facility to have the hard drive removed from the laptop and disposed of per VA Policy. The laptop with the hard drive removed will be returned to the Contractor and removed from the VA inventory. The Government will reimburse the Contractor for hard drives under proper invoicing procedures.

VA will provide access to VA specific systems/network access as required for execution of the tasks via remote access technology, site-to-site Virtual Private Network (VPN), or VA Remote Access Security Compliance Update Environment (RESCUE), if applicable.

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 in accordance with (IAW) VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times IAW local security field office System Security Plans (SSP's) and Authority to Operate (ATOs) for all systems/LAN's accessed while performing the tasks detailed in this PWS.

## **5.0 SPECIFIC TASKS AND DELIVERABLES**

### **5.1 PROJECT MANAGEMENT**

The Contractor shall provide Monthly Progress Reports on ongoing efforts including any pilot support activities and issues, customization activities and issues, and status of licenses issued with 60-day notification of expiring licenses.

#### **Deliverable:**

- A. Monthly Progress Report

#### **5.1.1 Technical Kickoff Meeting**

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

### **5.2 eREADER SOFTWARE**

The Contractor shall provide an eReader tool capable of meeting the features defined in PWS paragraphs 5.2.1 through 5.2.9 below. Features are defined as most desirable, highly desirable and desirable. These features may either be immediately available through the delivered eReader software license, or capable of being met through custom development using the existing eReader product Application Program Interface (API) / web service.

***Please Note: The Government reserves the right to incorporate portions of the offeror's proposal into the contract, including establishing any proposed features as contract deliverables.***

The optional development/configuration tasks identified in PWS paragraph 5.5 may be exercised to address features that are not immediately available and require custom development, if feasible, through Application Programming Interface (API) / web service capabilities.

### **5.2.1 Technical Features:**

#### Most Desirable Features:

- a. Ability to support an estimated 1 (minimum) to 50,000 (maximum) documents per case.
- b. Ability to support documents with an estimated 1 (minimum) to 1000 (maximum) number of pages within each.
- c. Ability to handle at least one terabyte of documents at a time across the entire system.
- d. Document load times shall not be constrained by software limitations. BVA requires the ability to load documents with a mean response time of 600 milliseconds or less and a 98th percentile response time of 1000 milliseconds or less
- e. Centralized configuration – The VA must be able to centrally configure and manage user roles and access to features and documents within the tool.
- f. Interface Customization – The tool shall allow administrators to restrict what interface elements users can see or customize.
- g. Viewing Permission – The tool shall allow administrators to control what cases or evidence users can see.
- h. Adding/Editing/Deleting Permissions – The tool shall allow administrators to control which users can add, edit, or delete documents.
- i. Non-Destructive Changes – The tool shall not alter any of the original documents when users use it. This includes notes, markup, redactions, and more.
- j. Import and Export Documents – The tool shall allow the VA to programmatically import and export documents from the tool.
- k. Import and Export Metadata – The tool shall allow the VA to programmatically import and export any metadata such as markup, notes, tags, settings, document properties, and more.
- l. Multiple monitor support – The tool shall allow users to use at least two monitors.
- m. Modern Browser Support – The tool shall support Internet Explorer 11, and the latest versions of Chrome and Firefox.
- n. Capable of being hosted on the VA's environment in the AWS GovCloud region using the services defined at <https://aws.amazon.com/govcloud-us/details/> (Note: GovCloud does not support all of the services available in commercial AWS).
- o. Web-based – The tool shall be web-based so that users may access it from any web browser on the VA network.
- p. PDF and TIFF support - The tool shall support PDF and TIFF documents. The tool shall support viewing of PDFs in format 1.4 or higher, supporting PDF Normal and PDF Searchable Image specifications.
- q. Developer Access – The tool shall provide the VA with developer access to integrate with and extend features of the tool using Application Program Interfaces (APIs) or Web Services.
- r. Developer Documentation – Developer tools such as APIs shall be well documented and easy to understand

#### Highly Desirable Features:

- a. Ability to be configured to support 508 compliance.
- b. “Push” New Documents– The tool shall allow the VA to programmatically push new documents to the tool.
- c. Ability to integrate with VA authentication systems (PIV, Active Directory)
- d. Capable of Custom Application Development - The tool shall offer the ability for VA developers to create custom UI components that can be integrated within the tool so functionality can be extended.

#### Desirable Feature

- a. Tablet support – The tool shall be accessible and usable via a tablet device.

### **5.2.2 Evidence Tagging**

#### Most Desirable Features:

- a. Tag Documents – The tool shall allow users to categorize documents (medical documents, procedural documents, by evidence type, issue, etc.); these categories/tags shall be customizable by the user (i.e., users shall have the ability to create, edit, or delete issue-specific and/or document-specific tags).
- b. Multiple Tags Per Document – The tool shall allow users to categorize documents with multiple tags (i.e., users shall have the ability to tag a single document with multiple issues)
- c. Group and Filter Evidence – The tool shall allow users to view all evidence categorized by a specific tag, category, or color.
- d. Group and Filter Evidence by Tag Combinations – The tool shall allow users to view all evidence categorized by a combination of multiple tags. For example, a document may be categorized as both correspondence and evidence.

#### Highly Desirable Features:

- a. Administrator Defined Tags – The tool shall allow administrators to pre-define specific tags that can be used in all cases.
- b. Tag Colors – The tool shall allow users to associate tags with at least four colors so that they can easily and visually identify document types (the “four” colors shall not include black or grayscale).
- c. Navigate between notes – The tool shall allow users to navigate from one note to the next without having to navigate to the list of all notes.

### **5.2.3 Navigation**

#### Most Desirable Features:

- a. Keyboard Shortcuts – The tool shall make it easy for users to navigate and organize documents by taking advantage of keyboard shortcuts. Some examples include navigating between documents, associating tags with a document, jumping to specific pages, creating notes, and zooming in and out of a document.

- b. View two documents at the same time – The tool shall allow users to view at least two documents at once. Board employees often have to compare documents or open up several documents in new tabs so they can reference them later.
- c. Navigate between documents– The tool shall allow users to navigate to one document while viewing another. The user shall not have to navigate back to the document list view to see another document.
- d. Sort/Filter Documents - The tool shall allow users to sort or filter documents by tags, file types, and more.
- e. Document Page Thumbnails – The tool shall allow users to view thumbnails of pages within a document to allow them to quickly navigate between them.

Highly Desirable Features:

- a. Ability to retain place for each document recently accessed so that each document can be accessed at the relevant page.

Desirable Feature:

- a. Document Zoom – The tool shall allow users to quickly zoom in and out of pages in a document.

**5.2.4 Documents List**

Most Desirable Features:

- a. Sort By Metadata – The tool shall allow users to sort all documents by arbitrary custom metadata such as the date of receipt, the date of upload, and more.
- b. Show Read/Unread State of documents – The tool shall show a user if a document has been opened or not by that user.
- c. Show tags for each document – The document list shall show all the tags associated with a document in the document list.
- d. Share Documents – The tool shall allow users to share links, download, print or email documents to collaborators.

Highly Desirable Features:

- a. View 100+ documents in the “documents list” - The tool shall allow users to show at least a 100 documents at once in the document list.

Desirable Features:

- a. Flag New Documents – The tool shall indicate new documents that have been added to the case (manually or automatically) that require review.
- b. View Document Page Thumbnails from the Document List– The document list shall allow users to view a thumbnail of the document.

### 5.2.5 Appeal Information

#### Most Desirable Feature:

- a. Show persistent information about the case – The tool shall allow users to view persistent information about the case they are adjudicating while viewing any document in the case. Some examples of this information include the veteran's name, claims file number, date of birth, representative, issues on appeal, date(s) of claim(s), and more.

#### Highly Desirable Feature:

- a. Display total pages in a case – The tool shall allow users to view the total number of pages across all documents in a case. This helps management and employees determine the size of the case for case assignment and workload management purposes.

### 5.2.6 Duplicate Documents

#### Most Desirable Feature:

- a. Hide Duplicate or Irrelevant Documents – The tool shall allow users to hide duplicate or irrelevant documents as to streamline the document list to the evidence that is most pertinent to a specific case.

#### Desirable Feature:

- a. Detect Duplicate Documents –The tool shall automatically detect duplicate documents.

### 5.2.7 Notes

#### Most Desirable Features:

- a. Create Notes on a Document – The tool shall allow users to create notes on a particular document so they can explain the significance of a document for purposes of internal review by the user, other attorneys, and judges in the adjudication of the appeal.
- b. Multiple Notes Per Document – The tool shall allow users to take multiple notes per document. These notes shall be separate so they can be searched individually by the user.
- c. Categorize Notes – The tool shall allow users to categorize notes by common or custom tags (medical evidence, procedural evidence, evidence type, etc.)
- d. View a list of all notes – The tool shall allow users to see a list of all the notes taken in the case in a single view.
- e. Export Notes – The tool shall allow users to export all the notes taken, along with any metadata associated with them.
- f. Search for content within notes – The tool shall allow users search for information across notes.

#### Highly Desirable Feature:

- a. Associate notes with particular pages - The tool shall allow users to associate a note with a specific page in a document.

Desirable Features:

- a. Associate notes with a particular part of a page - The tool shall allow users to associate a note with an arbitrary region in a page of a document.
- b. Create notes on a case – In addition to associating notes with specific documents, the tool shall allow users to create notes for the entire appeal.
- c. Navigate between notes – The tool shall allow users to navigate from one note to the next without having to navigate to the list of all notes.

**5.2.8 Highlighting/Markup Documents**

Highly Desirable Feature:

- a. Highlight documents – The tool shall allow users to highlight content or regions of a document with at least four different colors (red, green, yellow, blue, etc.) as to direct another reviewer to the specific location of the document that is pertinent for ease of identification and for efficiency purposes. The “four” colors shall not include black or grayscale.

Desirable Feature:

- a. Markup documents – The tool shall allow users to draw shapes such as circles, squares, and arrows on documents as to direct another reviewer to the specific location of the document that is pertinent for ease of identification and for efficiency purposes.

**5.2.9 Optical Character Recognition**

Most Desirable Feature:

- a. Native Document Viewing – The tool shall allow users to easily view documents in their native format. The majority of evidence the VA reviews is in PDF format. Many of these documents are hand-written and not reliably recognizable by OCR software. Attorneys also have a requirement to review every piece of scanned evidence in the original form, even if a “near-native” view or other document views are provided.

Desirable Feature:

- a. OCR Scanning of Documents – The tool shall automatically scan documents using optical character recognition (OCR) to make documents easier to search and organize.
- b. Search Documents – The tool shall allow users to search documents, including within those that have been scanned through optical character recognition.

### 5.3 EREADER USER LICENSES

#### 5.3.1 eReader Pilot Licenses

The Contractor shall provide 40 eReader user licenses for piloting of the Appeals eReader software. Licenses shall include access to Tier 3 technical support, provision of bug fixes and software patches/updates as they occur.

**Deliverable:**

- A. 40 eReader user licenses

#### 5.3.2 eReader Rollout Licenses – Optional Task 1

The Contractor shall provide additional eReader user licenses to support the rollout of eReader software to the BVA user community. Licenses provided during the contract period shall be prorated in order to be co-termed with the contract period of performance. The total number of user licenses, including the original 40 licenses, shall not exceed 1500. Licenses shall include access to Tier 3 technical support, provision of bug fixes and software patches/updates as they occur.

**Deliverable:**

- A. Additional eReader user licenses

#### 5.3.3 eReader License Renewal

The Contractor shall monitor and renew all active licenses and support agreements as they reach expiration throughout the PoP of this contract.

**Deliverable:**

- A. eReader license renewals

### 5.4 EREADER PILOT SUPPORT

The Contractor shall provide three (3) months of pilot support to the VA appeals development team. This transition support shall include:

- a) Support with initial installation, transition, configuration, and integration of eReader with VA appeals platform and documents
- b) Assistance configuring the eReader software to meet BVA attorney requirements
- c) On-site training of the Caseflow development team, administrators and pilot users in eReader capabilities; provision of reusable training materials for additional rollouts.
- d) Initial Tier I and II help desk support until the VA appeals help desk team can assume/transfer those responsibilities.
- e) Weekly reporting to DS on transition activities and potential issues.
- f) Provision of eReader training to the entire BVA user base prior to completion of pilot period and beginning of rollout to the remaining user base. Provide recorded training session for on-demand reuse by new team members. All training materials and recorded sessions shall comply with VA Section 508 requirements.

**Deliverables:**

- A. Reusable training materials
- B. Recorded training session

#### **5.4.1 Additional eReader Pilot Support – Optional Task 2**

The Contractor shall provide additional pilot support for a period of one month. This optional task can be exercised up to five times during the base period of this contract. The Contractor shall provide support as defined in PWS task 5.4.

### **5.5 EREADER CUSTOMIZATION – OPTIONAL TASK 3**

Throughout the PoP, VA may require support for requirements refinement, development, testing and implementation of eReader features that were not included in the baseline COTS software. These development/configuration efforts will be required within the overall PWS PoP to include the base period as well as each option period. eReader development tasks which may be exercised under this optional task include, but are not limited to the features described in PWS sections 5.2.1 through 5.2.9 above. Customization will be accomplished through use of existing Application Programming Interface (API) / web service capabilities.

Each optional task may include one or more eReader functional enhancements.

For each eReader customization, the Contractor shall provide:

- Initial review of functional requirements and design for COR review and approval prior to initiation of development activities
- Development and internal testing of eReader customized code
- Interim demonstrations of code functionality for COR review
- Final demonstration of code functionality to COR and users prior to user acceptance testing
- Support of user acceptance testing, and revision of errors identified during that testing
- Virtual user training for significant new system functions
- Updated user training materials to reflect all new functionality
- Updated eReader technical documentation to reflect all new functionality
- Commented source code and hand-off to VA appeals development team.
- Ongoing support and maintenance of each customization such that the customized code remains viable with each release/software patch/bug fix

VA anticipates that each optional task will require approximately 1800 hours of Contractor development team support with a Period of Performance of six weeks. This optional task may be exercised by VA no more than 10 times during the base period and 10 times during each option year.

#### **Deliverables:**

- A. Updated user training materials
- B. Updated eReader technical documentation
- C. Commented source code

## 6.0 GENERAL REQUIREMENTS

### 6.1 SECURITY AND PRIVACY REQUIREMENTS

It has been determined that protected health information may be disclosed or accessed and a signed Business Associate Agreement (BAA) shall be required. The Contractor shall adhere to the requirements set forth within the BAA, referenced in Section D of the contract.

#### 6.1.1 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 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

<b>Task Number</b>	<b>Tier1 / Low / NACI</b>	<b>Tier 2 / Moderate / MBI</b>	<b>Tier 4 / High / BI</b>
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"/>

Task Number	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.2	<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.

## 6.1.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

### Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations 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.
- d. The Contractor shall coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. 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
- f. 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).

- g. 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 shall notify the COR within 3 business days that documents were signed via eQIP).
- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or “Closed, No Issues” (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed “Contractor Rules of Behavior.” However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the Contractor personnel security investigative requirements may result in 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.
- l. 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

## **6.2 METHOD AND DISTRIBUTION OF DELIVERABLES**

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

## **6.3 PERFORMANCE METRICS**

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

<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Performance Levels</b>
A. Technical Needs	<ol style="list-style-type: none"> <li>1. Demonstrates understanding of requirements</li> <li>2. Efficient and effective in meeting requirements</li> <li>3. Meets technical needs and mission requirements</li> <li>4. Offers quality services/products</li> </ol>	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none"> <li>1. Established milestones and project dates are met</li> <li>2. Products completed, reviewed, delivered in timely manner</li> <li>3. Notifies customer in advance of potential problems</li> </ol>	Satisfactory or higher
C. Project Staffing	<ol style="list-style-type: none"> <li>1. Currency of expertise</li> <li>2. Personnel possess necessary knowledge, skills and abilities to perform tasks</li> </ol>	Satisfactory or higher
D. Value Added	<ol style="list-style-type: none"> <li>1. Provided valuable service to Government</li> <li>2. Services/products delivered were of desired quality</li> </ol>	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.

#### **6.4 FACILITY/RESOURCE PROVISIONS**

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

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

VA 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 and ADDENDUM B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE.

**6.5 GOVERNMENT FURNISHED PROPERTY**

Not applicable.

**6.6 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 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.

### **A4.0 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.

## A5.0 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 shall 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 shall 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.

## SECTION C - CONTRACT CLAUSES

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
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 ALTERNATE IV (DEC 2007)	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

### C.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)

### **C.3 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)**

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.

- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### **C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[ ] (5) [Reserved]

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

[ ] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

[ ] (10) [Reserved]

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

[ ] (ii) Alternate I (NOV 2011) of 52.219-3.

[X] (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
  - ☐ (ii) Alternate I (NOV 2011).
  - ☐ (iii) Alternate II (NOV 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
  - ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
  - ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
  - ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
  - ☒ (iii) Alternate II (Oct 2001) of 52.219-9.
  - ☐ (iv) Alternate III (OCT 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

- [X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33) (i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [ ] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [ ] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- [ ] (ii) Alternate I (OCT 2015) of 52.223-13.
- [ ] (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423

and 13514).

- [ ] (ii) Alternate I (JUN 2014) of 52.223-14.
- [ ] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [ ] (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- [ ] (ii) Alternate I (JUN 2014) of 52.223-16.
- [X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [ ] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- [ ] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- [ ] (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [ ] (46) (i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109 169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [ ] (ii) Alternate I (MAY 2014) of 52.225-3.
- [ ] (iii) Alternate II (MAY 2014) of 52.225-3.
- [ ] (iv) Alternate III (MAY 2014) of 52.225-3.
- [ ] (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- [ ] (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [ ] (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [ ] (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41

U.S.C. 4505, 10 U.S.C. 2307(f)).

- [ ] (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [ ] (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- [ X ] (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- [ ] (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- [X] (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [ ] (58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- [ ] (ii) Alternate I (Apr 2003) of 52.247-64.

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

- [X] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- [ ] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- [ ] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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- [ ] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [ ] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [ ] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- [ ] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

- [ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- [ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- [ ] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
  - (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
  - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
  - (viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
  - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - (xi) (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
  
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
  - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
  - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
  - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**C.5 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered lines 3001, 3002, and 3003, 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)

**C.6 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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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)

**C.7 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)**

- (a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.
- (b) (1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.
- (2) The commercial computer software may be--
  - (xix) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
  - (xx) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
  - (xxi) Reproduced for safekeeping (archives) or backup purposes;

- (xxii) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
- (xxiii) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and
- (xxiv) Used or copied for use with a replacement computer.

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

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

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

(End of Clause)

#### **C.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)

#### **C.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)

#### **C.10 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.

- (2) *Invoice payment* has the meaning given in FAR 32.001.
- (3) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

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

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

- (1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)
- (2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

**C.11 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)

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

Attachment 001 – Price Evaluation Spreadsheet.xlsx

Attachment 002 – Business Associate Agreement .doc

Attachment 003 – VOA User Registration.pdf

Attachment 004 – VOA Proposal Dashboard Instructions v1.1.pdf

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	NOV 2015
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2015
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015

(End of Provision)

**E.2 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)

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

- (a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—
- (1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.
  - (2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
  - (2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

**E.4 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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

**E.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
  - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

**E.7 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)

**E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

- (a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.
- (b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database.  
(<http://www.VetBiz.gov>).
- (c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database  
(<http://www.vetbiz.gov>).

(End of Provision)

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

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

(7) Provide all information establishing the timeliness of the protest.

- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

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

(End of Provision)

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

#### **E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

#### **E.12 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

## E.13 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 five following evaluation Factors: Technical, Past Performance, Price, and Veterans Involvement. The Technical Factor is **significantly** more important than the Past Performance Factor, which is **slightly** more important than the Price 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 Factors combined are **significantly** more important than the Price Factor. Offerors are cautioned that the award may not necessarily be made to the lowest Price offered or the most highly rated technical proposal. The Government intends to award a single contract under this acquisition.

### B. FACTORS TO BE EVALUATED

1. TECHNICAL
2. PAST PERFORMANCE
3. PRICE
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. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient.

All Offerors written proposals will be evaluated strictly in accordance with its written content.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the following:
  - a. Understanding of the Problem – The proposal, including the Video Demonstration, will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements

presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

- b. Feasibility of Approach – The proposal, including the video demonstration, will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The Government will evaluate feasibility of the proposed solution to meet the Government’s most desirable, highly desirable, and desirable features immediately versus meeting those features through customization using the Application Programming Interfaces (API)/Web Interfaces, including an assessment of the impact of those features identified as not available. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.
- c. Video Demonstration – The Video Demonstration will be evaluated in terms of understanding of the problem and feasibility of approach. The Video Demonstration is designed to verify the solution’s ability to immediately meet the most desirable, highly desirable, and desirable features as specified in the Feature Checklist. Accordingly, Offerors will not be given an opportunity to correct or revise the Video Demonstration response.

## 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 eReader licenses, pilot and/or customization support, and/or whose subcontract is for more than 25 percent of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror’s Past Performance rating.

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

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

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

### 3. PRICE EVALUATION APPROACH.

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

For Offerors from HUBZone business concerns that have not waived the evaluation preference, a price evaluation preference will be applied in accordance with Federal Acquisition Regulation (FAR) 52.219-4.

### 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.

## E.14 PROPOSAL SUBMISSION

### 1. INTRODUCTION

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation 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, IV – Veterans Involvement, and V - Solicitation, Offer and Award Documents. **Only the DemoVideo shall be submitted by via certified mail or other package delivery services which confirm receipt of delivery to the following address: Mark Junda, Department of Veterans Affairs, Technology Acquisition Center, 23 Christopher Way, Eatontown, NJ 07724.** 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-1402 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	Limitations*
Volume I	Technical	Tech.pdf	20 Pages
		DemoVideo	60 Minutes
Volume II	Past Performance	Past Perf.pdf	None
Volume III	Price	Price.xls	None
Volume IV	Veterans Involvement	VetsI.pdf	None

Volume V	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None
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\* Any 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. These sections shall be clearly marked. 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.

The Video Demonstration shall be submitted in a viewable video format.

***Please Note: The Government reserves the right to incorporate portions of your proposal into the contract, including establishing any proposed features as contract deliverables.***

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

(i) VOLUME I – TECHNICAL FACTOR.

Offerors shall propose a detailed approach that addresses the following:

1. The Offeror shall provide a description of its proposed solution, to include completion of the following Feature Checklist identifying the solution's capability of meeting the Most Desirable, Highly Desirable, and Desirable Features defined in the Feature Checklist below. This description shall also include a written discussion of the how the solution meets each of the features that are not demonstrated in the Video Demonstration. These include the following:
  - a. Items that are indicated with an asterisk in the Feature Checklist.
  - b. Any other Immediately Available (IA) features that the Offeror's solution can meet, but are unable to be demonstrated in the video.
  - c. An IA feature that can be fully met, but only partially demonstrated. The portion that cannot be demonstrated shall be included in the written description.
  - d. All features identified as requiring Custom Development through the use of APIs/Web Interfaces.

If the Offeror's solution can partially meet a feature, leaving a portion unmet, the Offeror shall describe what portion of the feature can be met and any mitigation strategy for the unmet portions of the feature and, if relevant, reference the applicable API/Web Service.

All Immediately Available (IA) features that can be demonstrated in the video do not require written discussion. During the 60 minutes of the Video Demonstration, the Offeror shall demonstrate all IA features that are available for demonstration. The Video Demonstration shall be of the production code and production APIs.

Offeror's responses in the following Feature Checklist shall be categorized as follows:

- **IA** (Immediately Available)
- **CD** (Custom Development is necessary using existing APIs/Web Services). If this box is checked, the Offeror shall include a reference in the last column of the Feature Checklist to the relevant method names of the existing APIs/Web Services that would support the custom development. The reference shall provide for direct navigation to the material.
- **NA** (Not Available)

FEATURE CHECKLIST					
Item	Description	IA	CD	NA	API / Web Service Method Reference
	<b><u>Technical Features</u></b>				
	<i>Most Desirable Features</i>				
a*	Ability to support an estimated 1 (minimum) to 50,000 (maximum) documents per case.				
b*	Ability to support documents with an estimated 1 (minimum) to 1000 (maximum) number of pages within each.				
c*	Ability to handle at least one terabyte of documents at a time across the entire system.				
d*	Document load times shall not be constrained by software limitations. BVA requires the ability to load documents with a mean response time of 600 milliseconds or less and a 98th percentile response time of 1000 milliseconds or less				
e*	Centralized configuration – The VA must be able to centrally configure and manage user roles and access to features and documents within the tool.				
f	Interface Customization – The tool shall allow administrators to restrict what interface elements users can see or customize.				
g	Viewing Permission – The tool shall allow administrators to control what cases or evidence users can see.				
h	Adding/Editing/Deleting Permissions – The tool shall allow administrators to control which users can add, edit, or delete documents.				
i*	Non-Destructive Changes – The tool shall not alter any of the original documents when users use it. This includes notes, markup, redactions, and more.				
j*	Import and Export Documents – The tool shall allow the VA to programmatically import and export documents from the tool.				
k*	Import and Export Metadata – The tool shall allow the VA to programmatically import and export any metadata such as markup, notes, tags, settings, document properties, and more.				
l	Multiple monitor support – The tool shall allow users to				

FEATURE CHECKLIST					
Item	Description	IA	CD	NA	API / Web Service Method Reference
	use at least two monitors.				
m	Modern Browser Support – The tool shall support Internet Explorer 11, and the latest versions of Chrome and Firefox.				
n*	Capable of being hosted on the VA's environment in the AWS GovCloud region using the services defined at <a href="https://aws.amazon.com/govcloud-us/details/">https://aws.amazon.com/govcloud-us/details/</a> (Note: GovCloud does not support all of the services available in commercial AWS).				
o	Web-based – The tool shall be web-based so that users may access it from any web browser on the VA network.				
p	PDF and TIFF support - The tool shall support PDF and TIFF documents. The tool shall support viewing of PDFs in format 1.4 or higher, supporting PDF Normal and PDF Searchable Image specifications.				
q*	Developer Access – The tool shall provide the VA with developer access to integrate with and extend features of the tool using Application Program Interfaces (APIs) or Web Services.				
r	Developer Documentation – Developer tools such as APIs shall be well documented and easy to understand				
<b>Technical Features</b>					
<i>Highly Desirable Features</i>					
a*	Ability to be configured to support 508 compliance.				
b*	"Push" New Documents – The tool shall allow the VA to programmatically push new documents to the tool.				
c*	Ability to integrate with VA authentication systems (PIV, Active Directory)				
d*	Capable of Custom Application Development - The tool shall offer the ability for VA developers to create custom UI components that can be integrated within the tool so functionality can be extended.				
<b>Technical Features</b>					
<i>Desirable Features</i>					
a*	Tablet support – The tool shall be accessible and usable via a tablet device.				

Item	Description	IA	CD	NA	API / Web Service Reference
<b>Evidence Tagging</b>					
<i>Most Desirable Features</i>					
a	Tag Documents – The tool shall allow users to categorize documents (medical documents, procedural documents, by evidence type, issue, etc.); these categories/tags shall be customizable by the user ( <i>i.e.</i> , users shall have the ability to create, edit, or delete issue-specific and/or				

Item	Description	IA	CD	NA	API / Web Service Reference
	document-specific tags).				
b	Multiple Tags Per Document – The tool shall allow users to categorize documents with multiple tags (i.e., users shall have the ability to tag a single document with multiple issues)				
c	Group and Filter Evidence – The tool shall allow users to view all evidence categorized by a specific tag, category, or color.				
d	Group and Filter Evidence by Tag Combinations – The tool shall allow users to view all evidence categorized by a combination of multiple tags. For example, a document may be categorized as both correspondence and evidence.				
	<b><u>Evidence Tagging</u></b>				
	<i>Highly Desirable Features</i>				
a	Administrator Defined Tags – The tool shall allow administrators to pre-define specific tags that can be used in all cases.				
b	Tag Colors – The tool shall allow users to associate tags with at least four colors so that they can easily and visually identify document types (the “four” colors shall not include black or grayscale).				
c	Navigate between notes – The tool shall allow users to navigate from one note to the next without having to navigate to the list of all notes.				

Item	Description	IA	CD	NA	API / Web Service Reference
	<b><u>Navigation</u></b>				
	<i>Most Desirable Features</i>				
a	Keyboard Shortcuts – The tool shall make it easy for users to navigate and organize documents by taking advantage of keyboard shortcuts. Some examples include navigating between documents, associating tags with a document, jumping to specific pages, creating notes, and zooming in and out of a document.				
b	View two documents at the same time – The tool shall allow users to view at least two documents at once. Board employees often have to compare documents or open up several documents in new tabs so they can reference them later.				
c	Navigate between documents– The tool shall allow users to navigate to one document while viewing another. The user shall not have to navigate back to the document list view to see another document.				
d	Sort/Filter Documents - The tool shall allow users to sort or				

Item	Description	IA	CD	NA	API / Web Service Reference
	filter documents by tags, file types, and more.				
e	Document Page Thumbnails – The tool shall allow users to view thumbnails of pages within a document to allow them to quickly navigate between them.				
	<b>Navigation</b>				
	<i>Highly Desirable Features</i>				
a	Ability to retain place for each document recently accessed so that each document can be accessed at the relevant page.				
	<b>Navigation</b>				
	<i>Desirable Features</i>				
a	Document Zoom – The tool shall allow users to quickly zoom in and out of pages in a document.				

Item	Description	IA	CD	NA	API / Web Service Reference
	<b>Documents List</b>				
	<i>Most Desirable Features</i>				
a	Sort By Metadata – The tool shall allow users to sort all documents by arbitrary custom metadata such as the date of receipt, the date of upload, and more.				
b	Show Read/Unread State of documents – The tool shall show a user if a document has been opened or not by that user.				
c	Show tags for each document – The document list shall show all the tags associated with a document in the document list.				
d	Share Documents – The tool shall allow users to share links, download, print or email documents to collaborators.				
	<b>Documents List</b>				
	<i>Highly Desirable Features</i>				
a	View 100+ documents in the “documents list” - The tool shall allow users to show at least a 100 documents at once in the document list.				
	<b>Documents List</b>				
	<i>Desirable Features</i>				
a	Flag New Documents – The tool shall indicate new documents that have been added to the case (manually or automatically) that require review.				
b	View Document Page Thumbnails from the Document List– The document list shall allow users to view a thumbnail of the document.				

Item	Description	IA	CD	NA	API / Web Service Reference
	<b>Appeal Information</b>				

Item	Description	IA	CD	NA	API / Web Service Reference
	<i>Most Desirable Features</i>				
a	Show persistent information about the case – The tool shall allow users to view persistent information about the case they are adjudicating while viewing any document in the case. Some examples of this information include the Veteran’s name, claims file number, date of birth, representative, issues on appeal, date(s) of claim(s), and more.				
	<b><u>Appeal Information</u></b>				
	<i>Highly Desirable Features</i>				
a	Display total pages in a case – The tool shall allow users to view the total number of pages across all documents in a case. This helps management and employees determine the size of the case for case assignment and workload management purposes.				

Item	Description	IA	CD	NA	API / Web Service Reference
	<b><u>Duplicate Documents</u></b>				
	<i>Most Desirable Features</i>				
a	Hide Duplicate or Irrelevant Documents – The tool shall allow users to hide duplicate or irrelevant documents as to streamline the document list to the evidence that is most pertinent to a specific case.				
	<b><u>Duplicate Documents</u></b>				
	<i>Desirable Features</i>				
a	Detect Duplicate Documents –The tool shall automatically detect duplicate documents.				

Item	Description	IA	CD	NA	API / Web Service Reference
	<b><u>Notes</u></b>				
	<i>Most Desirable Features</i>				
a	Create Notes on a Document – The tool shall allow users to create notes on a particular document so they can explain the significance of a document for purposes of internal review by the user, other attorneys, and judges in the adjudication of the appeal.				
b	Multiple Notes Per Document – The tool shall allow users to take multiple notes per document. These notes shall be separate so they can be searched individually by the user.				
c	Categorize Notes – The tool shall allow users to categorize notes by common or custom tags (medical evidence, procedural evidence, evidence type, etc.)				
d	View a list of all notes – The tool shall allow users to see a				

Item	Description	IA	CD	NA	API / Web Service Reference
	list of all the notes taken in the case in a single view.				
e	Export Notes – The tool shall allow users to export all the notes taken, along with any metadata associated with them.				
f	Search for content within notes – The tool shall allow users search for information across notes.				
	<b>Notes</b>				
	<i>Highly Desirable Features</i>				
a	Associate notes with particular pages - The tool shall allow users to associate a note with a specific page in a document.				
	<b>Notes</b>				
	<i>Desirable Features</i>				
a	Associate notes with a particular part of a page - The tool shall allow users to associate a note with an arbitrary region in a page of a document.				
b	Create notes on a case – In addition to associating notes with specific documents, the tool shall allow users to create notes for the entire appeal.				
c	Navigate between notes – The tool shall allow users to navigate from one note to the next without having to navigate to the list of all notes.				

Item	Description	IA	CD	NA	API / Web Service Reference
	<b><u>Highlighting/Markup Documents</u></b>				
	<i>Highly Desirable Features</i>				
a	Highlight documents – The tool shall allow users to highlight content or regions of a document with at least four different colors (red, green, yellow, blue, etc.) as to direct another reviewer to the specific location of the document that is pertinent for ease of identification and for efficiency purposes. The “four” colors shall not include black or grayscale.				
	<b><u>Highlighting/Markup Documents</u></b>				
	<i>Desirable Features</i>				
a	Markup documents – The tool shall allow users to draw shapes such as circles, squares, and arrows on documents as to direct another reviewer to the specific location of the document that is pertinent for ease of identification and for efficiency purposes.				

Item	Description	IA	CD	NA	API / Web Service Reference
	<b><u>Optical Character Recognition</u></b>				
	<i>Most Desirable Features</i>				
a	Native Document Viewing – The tool shall allow users to				

Item	Description	IA	CD	NA	API / Web Service Reference
	easily view documents in their native format. The majority of evidence the VA reviews is in PDF format. Many of these documents are hand-written and not reliably recognizable by optical character recognition (OCR) software. Attorneys also have a requirement to review every piece of scanned evidence in the original form, even if a “near-native” view or other document views are provided.				
	<b><u>Optical Character Recognition</u></b>				
	<i>Desirable Features</i>				
a	OCR Scanning of Documents – The tool shall automatically scan documents using OCR to make documents easier to search and organize.				
b	Search Documents – The tool shall allow users to search documents, including within those that have been scanned through OCR.				

The Offeror shall submit, with the written proposal, copies of three physical DVDs containing a video demonstration of the proposed solution. All three DVDs shall be mailed via certified mail or other package delivery services which confirm receipt of delivery to the following address:

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

Physical DVDs must be delivered by the closing date and time of the solicitation. All resources and equipment required to create the Video Demonstration shall be provided by the Offeror. All costs associated with the Video Demonstration shall be borne by the Offeror and will not be reimbursed by the Government. The Video Demonstration shall not exceed 60 minutes. The 60 minutes shall begin from the starting point of the video. The Government will not evaluate any content beyond the 60 minute mark. Offerors do not have to use the entire 60 minute time period allotted, but cannot exceed the allotted time period.

The Video Demonstration shall not include any extraneous marketing information. Information provided by the Offeror beyond the items in the Feature Checklist, or otherwise specified by the Government, will not be included in the technical evaluation of the product.

- The Offeror shall provide a written discussion of its technical approach to customizing the solution, in accordance with PWS paragraph 5.5, for features not immediately available upon award. The discussion shall include the Offeror’s approach to prioritizing new features, as well as the Offeror’s staffing approach and how customization features will be assigned within the Offeror’s corporate entity and among any proposed subcontractors.
- The Offeror shall provide a discussion of its technical approach to installing, maintaining and supporting configuration of the solution IAW PWS paragraph 5.4, within VA’s environment within the Amazon Web Services (AWS) GovCloud region. The discussion shall include a

description of the minimum technical requirements (e.g. operating system, Random Access Memory, storage) for software deployment and hosting within AWS GovCloud to support the features defined in PWS paragraph 5.2 and its subparagraphs for up to 1,500 users.

(ii) VOLUME II – PAST PERFORMANCE FACTOR.

Offerors shall submit a list of all contracts, up to three for the prime and up to three for any major subcontractor (including Federal, State, and local government and private) (prime contracts, task/delivery orders, and/or major subcontracts), in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include efforts where this solution has been similarly customized through the use of APIs and configured and deployed on 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) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
- (e) 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.).
- (f) Awarded price.
- (g) Final or projected final price.
- (h) Original delivery schedule, including dates of start and completion of work.
- (i) 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, type of work to be performed by citing the applicable Government PWS paragraph number, and percentage of work being done by the subcontractor.
- (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 FACTOR

The Offeror shall complete the Government provided Attachment 001 - Price Evaluation Spreadsheet.

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).

All Offerors should propose using an estimated award date of September 16, 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.