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

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

☒ 52.232-33, Payment by Electronic Funds Transfer - System for Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Upon Government Acceptance of Deliverables in Section B.4

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

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

B.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 U.S.C. § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.3 SOFTWARE LICENSE, MAINTENANCE AND TECHNICAL SUPPORT

(1) Definitions.

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

(2) Software License

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

(3) Software Maintenance and Technical Support

- (a) If the Government desires to continue software maintenance and support beyond the period of performance identified in this contract or order, the Government will issue a separate contract or order for maintenance and support. Conversely, if a contract or order for continuing software maintenance and technical support is not received the contractor is neither authorized nor permitted to renew any of the previously furnished services.
- (b) The contractor shall provide software support services, which includes periodic updates, enhancements and corrections to the software, and reasonable technical support, all of which are customarily provided by the contractor to its commercial customers so as to cause the software to perform according to its specifications, documentation or demonstrated claims.
- (c) Any telephone support provided by contractor shall be at no additional cost.
- (d) The contractor shall provide all maintenance services in a timely manner in accordance with the contractor’s customary practice or as defined in the Performance Work Statement/Product Description. However, prolonged delay (exceeding 2 business days) in

resolving software problems will be noted in the Government's various past performance records on the contractor (e.g., www.ppirs.gov).

(e) If the Government allows the maintenance and support to lapse and subsequently wishes to reinstate it, any reinstatement fee charged shall not exceed the amounts that would have been charged if the Government had not allowed the subscription to lapse.

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

(5) **Manuals and Publications.** Upon Government request, the contractor shall furnish the most current version of the user manual and publications for all products/services provided under this contract or order at no cost.

B.4 PRICE SCHEDULE

Inspection/Acceptance//F.O.B: Destination.

All deliverables must be submitted electronically to the VA Program Manager (PM), Contracting Officer's Representative (COR), and Contracting Officer unless otherwise specified in the line item. 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.

The Price Schedule contains contract line items identified as not separately priced (NSP). This means the price for the line item is included in the price of another, related line item. The Contractor shall not invoice the Government for any portion of the contract line item which contains an NSP until the Contractor has delivered the total quantity of all related contract line items and the Government has accepted them.

The Contractor shall meet all Deliverable Metrics/Service Level Agreements (SLA) as described in the Performance Work Statement (PWS). However, if the Contractor's performance falls below a required service level, the Contractor shall only be paid for the lower service level provided. See Section B.5 Performance Work Statement, Section 6.4.1 for Deliverable Metrics/SLA Performance.

NOTE: Vendors are instructed to see solicitation Section E for proposal submission instructions inclusive of the price proposal. Section B.4 Price schedule is for informational purposes only for solicitation. Vendors are cautioned that alterations to the line items as specified below may render quotes unacceptable. All questions shall be directed to the Contract Specialist, Jessica Adamitis, Jessica.Adamitis@va.gov and Contracting Officer, Juan Quinones, Juan.Quinones@va.gov prior to the closing date and time specified in the Request for Proposal (RFP).

BASE PERIOD					
The period of performance shall be for 12 months from award.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
0001	Project Management in accordance with (IAW) Performance Work Statement (PWS) Section 5.1 and its subtasks. Period of Performance (PoP) shall be for 12 months from award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.1 and its subtasks.	12	Month (MO)	\$	\$
0001AA	Contractor Project Management Plan IAW PWS Section 5.1.1. Due 30 days after contract award (DAC)	12	MO	NSP	NSP

	and updated monthly thereafter.				
0001AB	<p>Monthly Status Report IAW PWS Section 5.1.2.</p> <p>Due the 5th day of each month throughout the PoP.</p>	12	MO	NSP	NSP
0001AC	<p>TMS Training Certificated of Completion for VA Privacy and Information Security Awareness Training IAW PWS Section 5.1.6.</p> <p>Due 1 week after award and/or one week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.</p>	1	LO	NSP	NSP
0001AD	<p>VA Privacy and Information Security Awareness and Rules of Behavior Training Certificate IAW PWS Section 5.1.6.</p> <p>Due 1 week after award and/or one week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.</p>	1	LO	NSP	NSP
0001AE	<p>VA HIPAA Certificate of Completion IAW PWS Section 5.1.6.</p> <p>Due 1 week after award and/or one week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.</p>	1	LO	NSP	NSP
0002	<p>VA MACM Platform Development and App Migration IAW PWS Section 5.2.</p> <p>The Contractor shall price 13 two-week sprints in the base contract period.</p> <p>The Contractor may invoice at the end of each sprint upon Government acceptance of the Sprint Certification Package and Artifacts.</p> <p>The VA MACM Minimum Viable Product (MVP) IAW PWS Section 5.2.1 shall be delivered 90 DAC.</p>	13	EA	\$	\$

	<p>Mobile Application Migration IAW PWS Section 5.2.2 shall begin upon Government acceptance of the VA MACM MVP IAW PWS Section 5.2.1.</p> <p>The price for the delivery of the minimum viable product (MVP) as defined in PWS 5.2.1 is 100 percent of the fixed-price of each sprint provided the Contractor successfully delivers and the Government accepts the MVP within three months from contract award. Upon Contractor delivery and Government acceptance of each sprint, the Government shall pay 75 percent of the fixed-price of the sprint. Upon the successful delivery and acceptance of the MVP within three months from contract award, the Government shall pay the Contractor the remaining 25 percent of the fixed-price of each sprint withheld at the time of each Sprint delivery. In the event the Contractor delivers the MVP later than three months from contract award, the price for the delivery of the MVP shall be 75 percent of the fixed-price for each sprint. The Government will continue to pay 75 percent of the fixed-price of each sprint until successful delivery and acceptance by the Government of the MVP. Notwithstanding when the MVP is delivered and accepted by the Government, the Contractor remains obligated to deliver the MVP and failure to deliver the MVP within a commercially reasonable time from contract award will be deemed a condition endangering contract performance and may provide grounds for default termination. Upon successful delivery and acceptance of the MVP, additional sprints for the Mobile Application Migration IAW PWS Section 5.2.2 will be paid at 100 percent of the fixed-price of each sprint.</p> <p>This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.2 and its subtasks.</p>				
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0002AA	Sprint Plan IAW PWS Section 5.2. Due at the beginning of each two-week sprint and updated at conclusion of each two-week sprint.	13	EA	NSP	NSP
0002AB	Sprint Certification Package with Source Code IAW PWS Section 5.2. Due at conclusion of each two-week sprint.	13	EA	NSP	NSP
0003	VA MACM Operations and System Maintenance Support IAW PWS Section 5.3.1. PoP shall begin upon Government acceptance of the VA MACM MVP IAW PWS Section 5.2.1. Not to Exceed (NTE) 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.1 and its subtasks.	NTE 12	MO	\$	\$
0003AA	VA MACM O&M Support Plan IAW PWS Section 5.3.1. Due 30 DAC and updated thereafter.	1	LO	NSP	NSP
0003AB	SLA Monitoring Plan IAW PWS Section 5.3.1. Due 30 DAC and updated monthly thereafter.	1	LO	NSP	NSP
0003AC	VA MACM SLA Report IAW PWS Section 5.3.1. Due 30 DAC and updated monthly thereafter.	1	LO	NSP	NSP
0004	Security IAW PWS Section 5.3.2. PoP shall be for 12 months from date of award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.2 and its subtasks, except for 5.3.2.2.	12	MO	\$	\$
0004AA	Monthly Security Assessment Report IAW PWS 5.3.2.1.	12	MO	NSP	NSP

	Due monthly throughout the PoP. NTE 12 months.				
0004AB	ATO Package Documentation IAW PWS 5.3.2.2. Due 30 DAC and updated as needed.	1	LO	\$	\$
0005	Disaster Recovery (DR) and Continuity of Operations IAW PWS 5.3.3. PoP shall be 12 months from date of award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.3 and its subtasks.	12	MO	\$	\$
0005AA	DR and Backup Plan IAW PWS 5.3.3. Due 45 DAC and updated as needed throughout the PoP.	1	LO	NSP	NSP
0005AB	DR Test Schedule IAW PWS 5.3.3. Due 45 DAC and updated as needed throughout the PoP.	1	LO	NSP	NSP
0005AC	AAR IAW PWS 5.3.3. Due 45 DAC and updated as needed throughout the PoP.	1	LO	NSP	NSP
0005AD	COOP Plan IAW PWS 5.3.3. Due 45 DAC and updated as needed throughout the PoP.	1	LO	NSP	NSP
0006	Monitoring and Alerting IAW PWS 5.3.4. PoP shall be 12 months from date of award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.4 and its subtasks.	12	MO	\$	\$
0006AA	Quarterly Resource Utilization Optimization Plan IAW PWS 5.3.4. Due quarterly throughout the PoP.	1	LO	NSP	NSP
0006AD	Monthly Utilization Report IAW PWS	1	LO	NSP	NSP

	5.3.4. Due monthly throughout the PoP.				
0007	Software License Management IAW PWS 5.3.5. Time-and-Materials (T&M) This is a T&M Contract Line Item Number (CLIN) and includes all labor and material required for the successful completion of the tasks PWS 5.3.5. Work shall be executed in accordance with funding provided at time of award or under formal modification. Work shall not commence unless and until funding is provided by the Contracting Officer. This T&M CLIN is IAW FAR 52.232-7 for invoicing or billing purposes. T&M rates shall not exceed those set forth in Attachment 006. *Government Not To Exceed Material Ceiling: \$_____ + Fixed Handling Rate _____ % = Material NTE Ceiling \$	1	LO	NTE \$	NTE \$
0008	Engineering Technical Support IAW PWS 5.3.6. PoP shall be 12 months from date of award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.6.	12	MO	\$	\$
0009	General Engineering Support IAW PWS 5.3.7. PoP shall be 12 months from date of award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.7.	12	MO	\$	\$

0010	Release and Development Management IAW PWS 5.4. PoP shall be 12 months from date of award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.4 and its subtasks.	12	MO	\$	\$
0010AA	Meeting Minutes IAW PWS 5.4.2 Due within 24 hours of scheduled meetings.	1	LO	NSP	NSP
0010AB	ECCB SOP IAW PWS 5.4.3. Due 30 DAC and updated monthly thereafter.	1	LO	NSP	NSP
TOTAL BASE PERIOD					\$
BASE PERIOD – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
0011	Additional VA MACM Platform Development and App Migration Support IAW PWS 5.2.3. The Contractor shall price per two-week sprints in the base contract period. The Contractor shall begin within two weeks of option exercise. This Optional Task may be exercised multiple times from time to time during the base period, not to exceed 32 sprints.	NTE 32	EA	\$	NTE \$
0011AA	Sprint Plan IAW PWS Section 5.2. Due at the beginning of each two-week sprint and updated at conclusion of each two-week sprint.	32	EA	NSP	NSP
0011AB	Sprint Certification Package IAW PWS Section 5.2. Due at conclusion of each two-week sprint.	32	EA	NSP	NSP

BASE PERIOD – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT					\$
BASE PERIOD – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
0012	Tier 4 Help Desk Support IAW PWS 5.5. This is a Labor Hour Contract Line Item Number (CLIN) and includes all labor required for the successful completion of the tasks PWS 5.5. The Contractor shall not execute performance on this task without approval from the Contracting Officer via a modification. The Offeror's fully loaded labor rates shall not be exceeded and the rates are incorporated into the contract at Attachment 006. The binding fully loaded labor rates will be used for the prime and all subcontractor/team members in performance of this contract. This Labor Hour CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes This optional task may be exercised multiple times from time to time up to the NTE amount.	1	LO	NTE \$	NTE \$
BASE PERIOD – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT					\$
TOTAL BASE PERIOD WITH OPTIONAL TASKS					\$

OPTION PERIOD 1 This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. Period of Performance shall be for 12 months.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
1001	Project Management IAW PWS Section 5.1 and its subtasks. PoP shall be for 12 months. This CLIN includes all tasks, labor, and	12	MO	\$	\$

	travel required for the successful completion of the services details in PWS Section 5.1 and its subtasks.				
1001AA	Contractor Project Management Plan IAW PWS Section 5.1.1. Due 30 DAC and updated monthly thereafter.	12	MO	NSP	NSP
1001AB	Monthly Status Report IAW PWS Section 5.1.2. Due the 5 th day of each month throughout the PoP.	12	MO	NSP	NSP
1001AC	TMS Training Certificated of Completion for VA Privacy and Information Security Awareness Training IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
1001AD	VA Privacy and Information Security Awareness and Rules of Behavior Training Certificate IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
1001AE	VA HIPAA Certificate of Completion IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
1002	VA MACM Operations and System Maintenance Support IAW PWS Section 5.3.1. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.1 and its subtasks.	12	MO	\$	\$
1002AA	VA MACM O&M Support Plan IAW	1	LO	NSP	NSP

	PWS Section 5.3.1. Updated monthly.				
1002AB	SLA Monitoring Plan IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
1002AC	VA MACM SLA Report IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
1003	Security IAW PWS Section 5.3.2. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.2 and its subtasks.	12	MO	\$	\$
1003AA	Monthly Security Assessment Report IAW PWS 5.3.2.1. Due monthly throughout the PoP.	12	MO	NSP	NSP
1003AB	ATO Package Documentation IAW PWS 5.3.2.2. Update as needed throughout the PoP.	1	LO	NSP	NSP
1004	Disaster Recovery (DR) and Continuity of Operations IAW PWS 5.3.3. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.3 and its subtasks.	12	MO	\$	\$
1004AA	DR and Backup Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
1004AB	DR Test Schedule IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
1004AC	AAR IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
1004AD	COOP Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP

1005	Monitoring and Alerting IAW PWS 5.3.4. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.4 and its subtasks.	12	MO	\$	\$
1005AA	Quarterly Resource Utilization Optimization Plan IAW PWS 5.3.4. Due quarterly throughout the PoP.	1	LO	NSP	NSP
1005AD	Monthly Utilization Report IAW PWS 5.3.4. Due monthly throughout the PoP.	1	LO	NSP	NSP
1006	Software License Management IAW PWS 5.3.5. Time-and-Materials (T&M) This is a T&M Contract Line Item Number (CLIN) and includes all labor and material required for the successful completion of the tasks PWS 5.3.5. The Offeror's fully loaded labor rates shall not be exceeded and are incorporated into the contract as Attachment 006. The fully loaded labor rates will be used for the prime and all subcontractor/team members in performance of this contract. Work shall be executed in accordance with funding provided at time of award or under formal modification. Work shall not commence unless and until funding is provided by the Contracting Officer. This T&M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes. *Government Not To Exceed Material Ceiling: \$_____	1	LO	NTE \$	NTE \$

	+ Fixed Handling Rate _____ % = Material NTE Ceiling \$				
1007	Engineering Technical Support IAW PWS 5.3.6. PoP shall be 12 months from date of award. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.6.	12	MO	\$	\$
1008	General Engineering Support IAW PWS 5.3.7. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.7.	12	MO	\$	\$
1009	Release and Development Management IAW PWS 5.4. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.4 and its subtasks.	12	MO	\$	\$
1009AA	Meeting Minutes IAW PWS 5.4.2 Due within 24 hours of scheduled meetings.	1	LO	NSP	NSP
1009AB	ECCB SOP IAW PWS 5.4.3. Updated monthly throughout the PoP.	1	LO	NSP	NSP
TOTAL OPTION PERIOD 1					\$
OPTION PERIOD 1 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
1010	Additional VA MACM Platform Development and App Migration Support IAW PWS 5.2.3.	NTE 32	EA	\$	NTE \$

	<p>The Contractor shall price per two-week sprints in the base contract period.</p> <p>The Contractor shall begin within two weeks of option exercise.</p> <p>This Optional Task may be exercised multiple times from time to time during the option period, not to exceed 32 sprints.</p>				
1010AA	<p>Sprint Plan IAW PWS Section 5.2.</p> <p>Due at the beginning of each two-week sprint and updated at conclusion of each two-week sprint.</p>	32	EA	NSP	NSP
1010AB	<p>Sprint Certification Package IAW PWS Section 5.2.</p> <p>Due at conclusion of each two-week sprint.</p>	32	EA	NSP	NSP
TOTAL OPTION PERIOD 1 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT					\$
<p>OPTION PERIOD 1 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT</p> <p>This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</p>					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
1011	<p>Tier 4 Help Desk Support IAW PWS 5.5.</p> <p>This is a Labor Hour Contract Line Item Number (CLIN) and includes all labor required for the successful completion of the tasks PWS 5.5.</p> <p>The Contractor shall not execute performance on this task without approval from the Contracting Officer via a modification.</p> <p>The Offeror's fully loaded labor rates shall not be exceeded and the rates are incorporated into the contract at Attachment 006. The binding fully loaded labor rates will be used for the prime and all subcontractor/team members in performance of this</p>	1	LO	NTE \$	NTE \$

	contract. This Labor Hour CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes This optional task may be exercised multiple times from time to time up to the NTE amount.				
OPTION PERIOD 1 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT					\$
TOTAL OPTION PERIOD 1 WITH OPTIONAL TASKS					\$

OPTION PERIOD 2					
This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
Period of Performance shall be for 12 months.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
2001	Project Management IAW PWS Section 5.1 and its subtasks. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.1 and its subtasks.	12	MO	\$	\$
2001AA	Contractor Project Management Plan IAW PWS Section 5.1.1. Due 30 DAC and updated monthly thereafter.	12	MO	NSP	NSP
2001AB	Monthly Status Report IAW PWS Section 5.1.2. Due the 5 th day of each month throughout the PoP.	12	MO	NSP	NSP
2001AC	TMS Training Certificated of Completion for VA Privacy and Information Security Awareness Training IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
2001AD	VA Privacy and Information Security Awareness and Rules of Behavior Training Certificate IAW PWS Section	1	LO	NSP	NSP

	5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.				
2001AE	VA HIPAA Certificate of Completion IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
2002	VA MACM Operations and System Maintenance Support IAW PWS Section 5.3.1. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.1 and its subtasks.	12	MO	\$	\$
2002AA	VA MACM O&M Support Plan IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
2002AB	SLA Monitoring Plan IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
2002AC	VA MACM SLA Report IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
2003	Security IAW PWS Section 5.3.2. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.2 and its subtasks.	12	MO	\$	\$
2003AA	Monthly Security Assessment Report IAW PWS 5.3.2.1. Due monthly throughout the PoP.	12	MO	NSP	NSP
2003AB	ATO Package Documentation IAW PWS 5.3.2.2.	1	LO	NSP	NSP

	Update as needed throughout the PoP.				
2004	Disaster Recovery and Continuity of Operations IAW PWS 5.3.3. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.3 and its subtasks.	12	MO	\$	\$
2004AA	DR and Backup Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
2004AB	DR Test Schedule IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
2004AC	AAR IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
2004AD	COOP Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
2005	Monitoring and Alerting IAW PWS 5.3.4. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.4 and its subtasks.	12	MO	\$	\$
2005AA	Quarterly Resource Utilization Optimization Plan IAW PWS 5.3.4. Due quarterly throughout the PoP.	1	LO	NSP	NSP
2005AD	Monthly Utilization Report IAW PWS 5.3.4. Due monthly throughout the PoP.	1	LO	NSP	NSP
2006	Software License Management IAW PWS 5.3.5. Time-and-Materials (T&M) This is a T&M Contract Line Item Number (CLIN) and includes all labor and material required for the successful completion of the tasks PWS 5.3.5.	1	LO	NTE \$	NTE \$

	<p>Work shall be executed in accordance with funding provided at time of award or under formal modification. Work shall not commence unless and until funding is provided by the Contracting Officer.</p> <p>This T&M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</p> <p>T&M rates shall not exceed those set forth on Attachment 006..</p> <p>*Government Not To Exceed Material Ceiling: \$_____</p> <p>+ Fixed Handling Rate _____ %</p> <p>= Material NTE Ceiling \$</p>				
2007	<p>Engineering Technical Support IAW PWS 5.3.6.</p> <p>PoP shall be 12 months from date of award.</p> <p>This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.6.</p>	12	MO	\$	\$
2008	<p>General Engineering Support IAW PWS 5.3.7.</p> <p>PoP shall be for 12 months.</p> <p>This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.7.</p>	12	MO	\$	\$
2009	<p>Release and Development Management IAW PWS 5.4.</p> <p>PoP shall be for 12 months.</p> <p>This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in</p>	12	MO	\$	\$

	PWS Section 5.4 and its subtasks.				
2009AA	Meeting Minutes IAW PWS 5.4.2 Due within 24 hours of scheduled meetings.	1	LO	NSP	NSP
2009AB	ECCB SOP IAW PWS 5.4.3. Updated monthly throughout the PoP.	1	LO	NSP	NSP
TOTAL OPTION PERIOD 2					\$
OPTION PERIOD 2 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
2010	Additional VA MACM Platform Development and App Migration Support IAW PWS 5.2.3. The Contractor shall price per two-week sprints in the base contract period. The Contractor shall begin within two weeks of option exercise. This Optional Task may be exercised multiple times from time to time during the option period, not to exceed 32 sprints.	NTE 32	EA	\$	NTE \$
2010AA	Sprint Plan IAW PWS Section 5.2. Due at the beginning of each two-week sprint and updated at conclusion of each two-week sprint.	32	EA	NSP	NSP
2010AB	Sprint Certification Package IAW PWS Section 5.2. Due at conclusion of each two-week sprint.	32	EA	NSP	NSP
TOTAL OPTION PERIOD 2 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT					\$
OPTION PERIOD 2 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
2011	Tier 4 Help Desk Support IAW PWS 5.5.	1	LO	NTE \$	NTE \$

	<p>This is a Labor Hour Contract Line Item Number (CLIN) and includes all labor required for the successful completion of the tasks PWS 5.5.</p> <p>The Contractor shall not execute performance on this task without approval from the Contracting Officer via a modification.</p> <p>The Offeror's fully loaded labor rates shall not be exceeded and the rates are incorporated into the contract at Attachment 006. The binding fully loaded labor rates will be used for the prime and all subcontractor/team members in performance of this contract.</p> <p>This Labor Hour CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes</p> <p>This optional task may be exercised multiple times from time to time up to the NTE amount.</p>				
OPTION PERIOD 2 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT					\$
TOTAL OPTION PERIOD 2 WITH OPTIONAL TASKS					\$

OPTION PERIOD 3 This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. Period of Performance shall be for 12 months.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
3001	Project Management IAW PWS Section 5.1 and its subtasks. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.1 and its subtasks.	12	MO	\$	\$
3001AA	Contractor Project Management Plan IAW PWS Section 5.1.1. Due 30 DAC and updated monthly thereafter.	12	MO	NSP	NSP

3001AB	Monthly Status Report IAW PWS Section 5.1.2. Due the 5 th day of each month throughout the PoP.	12	MO	NSP	NSP
3001AC	TMS Training Certificated of Completion for VA Privacy and Information Security Awareness Training IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
3001AD	VA Privacy and Information Security Awareness and Rules of Behavior Training Certificate IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
3001AE	VA HIPAA Certificate of Completion IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
3002	VA MACM Operations and System Maintenance Support IAW PWS Section 5.3.1. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.1 and its subtasks.	12	MO	\$	\$
3002AA	VA MACM O&M Support Plan IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
3002AB	SLA Monitoring Plan IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
3002AC	VA MACM SLA Report IAW PWS Section 5.3.1.	1	LO	NSP	NSP

	Updated monthly.				
3003	Security IAW PWS Section 5.3.2. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.2 and its subtasks.	12	MO	\$	\$
3003AA	Monthly Security Assessment Report IAW PWS 5.3.2.1. Due monthly throughout the PoP.	12	MO	NSP	NSP
3003AB	ATO Package Documentation IAW PWS 5.3.2.2. Update as needed throughout the PoP.	1	LO	NSP	NSP
3004	Disaster Recovery (DR) and Continuity of Operations IAW PWS 5.3.3. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.3 and its subtasks.	12	MO	\$	\$
3004AA	DR and Backup Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
3004AB	DR Test Schedule IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
3004AC	AAR IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
3004AD	COOP Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
3005	Monitoring and Alerting IAW PWS 5.3.4. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.4 and its subtasks.	12	MO	\$	\$
3005AA	Quarterly Resource Utilization	1	LO	NSP	NSP

	Optimization Plan IAW PWS 5.3.4. Due quarterly throughout the PoP.				
3005AD	Monthly Utilization Report IAW PWS 5.3.4. Due monthly throughout the PoP.	1	LO	NSP	NSP
3006	<p>Software License Management IAW PWS 5.3.5. Time-and-Materials (T&M)</p> <p>This is a T&M Contract Line Item Number (CLIN) and includes all labor and material required for the successful completion of the tasks PWS 5.3.5.</p> <p>Work shall be executed in accordance with funding provided at time of award or under formal modification. Work shall not commence unless and until funding is provided by the Contracting Officer.</p> <p>This T&M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</p> <p>T&M rates shall not exceed those set forth on Attachment 006..</p> <p>*Government Not To Exceed Material</p> <p>Ceiling: \$ _____</p> <p>+ Fixed Handling Rate _____ %</p> <p>= Material NTE Ceiling \$</p>	1	LO	NTE \$	NTE \$
3007	<p>Engineering Technical Support IAW PWS 5.3.6.</p> <p>PoP shall be 12 months from date of award.</p> <p>This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.6.</p>	12	MO	\$	\$
3008	<p>General Engineering Support IAW PWS 5.3.7.</p> <p>PoP shall be for 12 months.</p>	12	MO	\$	\$

	This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.7.				
3009	Release and Development Management IAW PWS 5.4. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.4 and its subtasks.	12	MO	\$	\$
3009AA	Meeting Minutes IAW PWS 5.4.2 Due within 24 hours of scheduled meetings.	1	LO	NSP	NSP
3009AB	ECCB SOP IAW PWS 5.4.3. Updated monthly throughout the PoP.	1	LO	NSP	NSP
TOTAL OPTION PERIOD 3					\$
OPTION PERIOD 3 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
3010	Additional VA MACM Platform Development and App Migration Support IAW PWS 5.2.3. The Contractor shall price per two-week sprints in the base contract period. The Contractor shall begin within two weeks of option exercise. This Optional Task may be exercised multiple times from time to time during the option period, not to exceed 32 sprints.	NTE 32	EA	\$	NTE \$
3010AA	Sprint Plan IAW PWS Section 5.2. Due at the beginning of each two-week sprint and updated at conclusion of each two-week sprint.	32	EA	NSP	NSP
3010AB	Sprint Certification Package IAW PWS Section 5.2. Due at conclusion of each two-week sprint.	32	EA	NSP	NSP

TOTAL OPTION PERIOD 3 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT	\$
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OPTION PERIOD 3 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT

This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.

CLIN	Description	Qty	Unit	Unit Price	Extended Price
3011	<p>Tier 4 Help Desk Support IAW PWS 5.5.</p> <p>This is a Labor Hour Contract Line Item Number (CLIN) and includes all labor required for the successful completion of the tasks PWS 5.5.</p> <p>The Contractor shall not execute performance on this task without approval from the Contracting Officer via a modification.</p> <p>The Offeror's fully loaded labor rates shall not be exceeded and the rates are incorporated into the contract at Attachment 006. The binding fully loaded labor rates will be used for the prime and all subcontractor/team members in performance of this contract.</p> <p>This Labor Hour CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes</p> <p>This optional task may be exercised multiple times from time to time up to the NTE amount.</p>	1	LO	NTE \$	NTE \$
OPTION PERIOD 3 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT					\$
TOTAL OPTION PERIOD 3 WITH OPTIONAL TASKS					\$

OPTION PERIOD 4

This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.

Period of Performance shall be for 12 months.

CLIN	Description	Qty	Unit	Unit Price	Extended Price
4001	<p>Project Management IAW PWS Section 5.1 and its subtasks.</p> <p>PoP shall be for 12 months.</p> <p>This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.1 and</p>	12	MO	\$	\$

	its subtasks.				
4001AA	Contractor Project Management Plan IAW PWS Section 5.1.1. Due 30 DAC and updated monthly thereafter.	12	MO	NSP	NSP
4001AB	Monthly Status Report IAW PWS Section 5.1.2. Due the 5 th day of each month throughout the PoP.	12	MO	NSP	NSP
4001AC	TMS Training Certificated of Completion for VA Privacy and Information Security Awareness Training IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
4001AD	VA Privacy and Information Security Awareness and Rules of Behavior Training Certificate IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
4001AE	VA HIPAA Certificate of Completion IAW PWS Section 5.1.6. Due 1 week after on-boarding of new employee and annually as required throughout the period of performance for all Contractor employees.	1	LO	NSP	NSP
4002	VA MACM Operations and System Maintenance Support IAW PWS Section 5.3.1. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.1 and its subtasks.	12	MO	\$	\$
4002AA	VA MACM O&M Support Plan IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
4002AB	SLA Monitoring Plan IAW PWS Section 5.3.1.	1	LO	NSP	NSP

	Updated monthly.				
4002AC	VA MACM SLA Report IAW PWS Section 5.3.1. Updated monthly.	1	LO	NSP	NSP
4003	Security IAW PWS Section 5.3.2. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.2 and its subtasks.	12	MO	\$	\$
4003AA	Monthly Security Assessment Report IAW PWS 5.3.2.1. Due monthly throughout the PoP.	12	MO	NSP	NSP
4003AB	ATO Package Documentation IAW PWS 5.3.2.2. Update as needed throughout the PoP.	1	LO	NSP	NSP
4004	Disaster Recovery and Continuity of Operations IAW PWS 5.3.3. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.3 and its subtasks.	12	MO	\$	\$
4004AA	DR and Backup Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
4004AB	DR Test Schedule IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
4004AC	AAR IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
4004AD	COOP Plan IAW PWS 5.3.3. Update as needed throughout the PoP.	1	LO	NSP	NSP
4005	Monitoring and Alerting IAW PWS 5.3.4. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion	12	MO	\$	\$

	of the services details in PWS Section 5.3.4 and its subtasks.				
4005AA	Quarterly Resource Utilization Optimization Plan IAW PWS 5.3.4. Due quarterly throughout the PoP.	1	LO	NSP	NSP
4005AD	Monthly Utilization Report IAW PWS 5.3.4. Due monthly throughout the PoP.	1	LO	NSP	NSP
4006	<p>Software License Management IAW PWS 5.3.5. Time-and-Materials (T&M)</p> <p>This is a T&M Contract Line Item Number (CLIN) and includes all labor and material required for the successful completion of the tasks PWS 5.3.5.</p> <p>Work shall be executed in accordance with funding provided at time of award or under formal modification. Work shall not commence unless and until funding is provided by the Contracting Officer.</p> <p>This T&M CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes.</p> <p>T&M rates shall not exceed those set forth on Attachment 006..</p> <p>*Government Not To Exceed Material Ceiling: \$_____</p> <p>+ Fixed Handling Rate _____ %</p> <p>= Material NTE Ceiling \$</p>	1	LO	NTE \$	NTE \$
4007	<p>Engineering Technical Support IAW PWS 5.3.6.</p> <p>PoP shall be 12 months from date of award.</p> <p>This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.6.</p>	12	MO	\$	\$
4008	<p>General Engineering Support IAW PWS 5.3.7.</p> <p>PoP shall be for 12 months.</p>	12	MO	\$	\$

	This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.3.7.				
4009	Release and Development Management IAW PWS 5.4. PoP shall be for 12 months. This CLIN includes all tasks, labor, and travel required for the successful completion of the services details in PWS Section 5.4 and its subtasks.	12	MO	\$	\$
4009AA	Meeting Minutes IAW PWS 5.4.2 Due within 24 hours of scheduled meetings.	1	LO	NSP	NSP
4009AB	ECCB SOP IAW PWS 5.4.3. Updated monthly throughout the PoP.	1	LO	NSP	NSP
TOTAL OPTION PERIOD 4					\$
OPTION PERIOD 4 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.					
CLIN	Description	Qty	Unit	Unit Price	Extended Price
4010	Additional VA MACM Platform Development and App Migration Support IAW PWS 5.2.3. The Contractor shall price per two-week sprints in the base contract period. The Contractor shall begin within two weeks of option exercise. This Optional Task may be exercised multiple times from time to time during the option period, not to exceed 32 sprints.	NTE 32	EA	\$	NTE \$
4010AA	Sprint Plan IAW PWS Section 5.2. Due at the beginning of each two-week sprint and updated at conclusion of each two-week sprint.	32	EA	NSP	NSP
4010AB	Sprint Certification Package IAW PWS Section 5.2. Due at conclusion of each two-week sprint.	32	EA	NSP	NSP
TOTAL OPTION PERIOD 4 – OPTIONAL TASK – ADDITIONAL VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION SUPPORT					\$

OPTION PERIOD 4 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT

This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.

CLIN	Description	Qty	Unit	Unit Price	Extended Price
4011	<p>Tier 4 Help Desk Support IAW PWS 5.5.</p> <p>This is a Labor Hour Contract Line Item Number (CLIN) and includes all labor required for the successful completion of the tasks PWS 5.5.</p> <p>The Contractor shall not execute performance on this task without approval from the Contracting Officer via a modification.</p> <p>The Offeror's fully loaded labor rates shall not be exceeded and the rates are incorporated into the contract at Attachment 006. The binding fully loaded labor rates will be used for the prime and all subcontractor/team members in performance of this contract.</p> <p>This Labor Hour CLIN is in IAW FAR 52.232-7 for invoicing or billing purposes</p> <p>This optional task may be exercised multiple times from time to time up to the NTE amount.</p>	1	LO	NTE \$	NTE \$

OPTION PERIOD 4 – OPTIONAL TASK – TIER 4 HELP DESK SUPPORT**\$****TOTAL OPTION PERIOD 4 WITH OPTIONAL TASKS****\$****OPTIONAL TASK – CONTRACT TRANSITION**

This optional task may be exercised IAW FAR 52.217-7 Option for Increase Quantity – Separately Priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.

CLIN	Description	Qty	Unit	Unit Price	Extended Price
5001	CONTRACT TRANSITION IAW PWS Section 5.6.	-	-	-	-
5001AA	<p>Transition-Out Plan IAW PWS Section 5.6.1</p> <p>Due 30 days after option exercise of the line item.</p> <p>May be exercised once during the period of performance, therefore, it may be exercised only once in either the base period or in any option period.</p>	1	LO	\$	\$

5001AB	Transition Out Services IAW PWS Section 5.6.2. PoP for transition-out services shall not exceed 6 months. May be exercised once during the period of performance, therefore, it may be exercised only once in either the base period or in any option period. This CLIN includes all tasks, labor, and travel required for the successful completion of transition out services details in PWS Section 5.6.2.	1	LO	\$	\$
5001AC	Closeout Certifications IAW PWS Section 5.6. Due upon completion of the transition-out period.	1	LO	NSP	NSP
TOTAL OPTIONAL TASK – CONTRACT TRANSITION					\$
TOTAL CONTRACT					\$

B.5 PERFORMANCE WORK STATEMENT



**DEPARTMENT OF VETERANS AFFAIRS (VA)
Office of Information & Technology
Enterprise Program Management Office (EPMO)**

VA Mobile Applications Cloud Migration (MACM)

**Date: 6/20/2018
TAC-18-45446
Version Number: 1.0**

1.0 BACKGROUND

The Department of Veterans Affairs (VA) continuously seeks ways to improve the services provided to Veterans and their families. VA is using mobile technologies to transform the Veteran experience by improving access to VA resources need wherever they are needed.

VA's Office of Information and Technology (OIT) has partnered with VHA's Office of Connected Care (OCC) to establish a VA Mobile Infrastructure (VA MIS) platform currently hosted by Booz Allen Hamilton and International Business Machines (IBM) Terremark. The VA MIS is a General Support System (GSS) in Assessment and Authorization/Authority to Operate (A&A / ATO) terminology, and acts as an umbrella for sharing common controls and management across multiple enclaves and major applications (apps). Currently, VA MIS uses dedicated hosting resources identified in Attachment 001 – Current Servers and Attachment 002 – Current Software Inventory to this document for hosting all mobile apps and supporting web services in the production pipeline. Currently there are between 20 and 30 mobile apps supporting services hosted in the VA Mobile Framework (VAMF) production environment.

The VA MIS Platform currently consists of three enclaves (two internal and one external):

- External Cloud Environment (ECE), which allows mobile app users demonstrations and agile development with no connectivity back to VA's network.
- Mobile Application Environment (MAE) for web and mobile app development.
- VAMF for production web and mobile apps.

In addition to the current operational environments in the VA MIS platform, additional environments are being commissioned in the VA Enterprise Cloud (VAEC), located in Amazon AWS GovCloud (VAEC-AWS) and Microsoft Azure Government Cloud (VAEC-AZC). These environments will host all new app deployments and will eventually be utilized to host all services currently located in ECE, MAE, and VAMF. VA has begun a migration effort for the VA Online Scheduling (VAOS) based on Kubernetes (K8S), GitHub Enterprise, Unbound DNS, and AWS CLI and the following open source technologies: Consul, Vault, Packer, Terraform (all from HashiCorp) Nexus, Jenkins, Ansible.

The replacement solution for the VA MIS platform shall be the VA Mobile Applications Cloud Migration (MACM) as described in this PWS. VA requires the implementation, phasing in, and migration of mobile apps and supporting services into an operational VA MACM. OIT's ultimate goal is to achieve a Continuous Integration/Continuous Deployment (CI/CD) platform through hosting technologies within VAEC-AWS and VAEC-AZC as part of the VAEC. A full break down between VAEC and VA MACM contractor responsibilities is detailed in the "VAEC Technical Reference Guide for Acquisition Support" dated October 2017 (Attachment 003).

2.0 APPLICABLE DOCUMENTS

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

1. 44 U.S.C. § 3541-3549, "Federal Information Security Management Act (FISMA) of 2002"
2. "Federal Information Security Modernization Act of 2014"
3. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
4. FIPS Pub 199. Standards for Security Categorization of Federal Information and Information Systems, February 2004

5. FIPS Pub 200, Minimum Security Requirements for Federal Information and Information Systems, March 2016
6. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
7. 10 U.S.C. § 2224, "Defense Information Assurance Program"
8. 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
9. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
10. Public Law 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006, Title IX, Information Security Matters
11. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
12. VA Directive 0710, "Personnel Security and Suitability Program," June 4, 2010, <http://www.va.gov/vapubs/>
13. VA Handbook 0710, Personnel Security and Suitability Security Program, May 2, 2016, <http://www.va.gov/vapubs>
14. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
15. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
16. Office of Management and Budget (OMB) Circular A-130, "Managing Federal Information as a Strategic Resource," July 28, 2016
17. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
18. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
19. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
20. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
21. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, 2012
22. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," March 10, 2015
23. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
24. VA Handbook 6500.2, "Management of Breaches Involving Sensitive Personal Information (SPI)," July 28, 2016
25. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
26. VA Handbook 6500.5, "Incorporating Security and Privacy in System Development Lifecycle", March 22, 2010
27. VA Handbook 6500.6, "Contract Security," March 12, 2010
28. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
29. OI&T Process Asset Library (PAL), <https://www.va.gov/process/> . Reference Process MACMs at <https://www.va.gov/process/MACMs.asp> and Artifact templates at <https://www.va.gov/process/artifacts.asp>
30. One-VA Technical Reference Model (TRM) (reference at <https://www.va.gov/trm/TRMHomePage.aspx>)
31. VA Directive 6508, "Implementation of Privacy Threshold Analysis and Privacy Impact Assessment," October 15, 2014

32. VA Handbook 6508.1, "Procedures for Privacy Threshold Analysis and Privacy Impact Assessment," July 30, 2015
33. VA Handbook 6510, "VA Identity and Access Management", January 15, 2016
34. VA Directive 6300, Records and Information Management, February 26, 2009
35. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
36. NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: a Security Life Cycle Approach, June 10, 2014
37. NIST SP 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations, January 22, 2015
38. OMB Memorandum, "Transition to IPv6", September 28, 2010
39. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, October 26, 2015
40. VA Handbook 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, March 24, 2014
41. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
42. OMB Memorandum 04-04, E-Authentication Guidance for Federal Agencies, December 16, 2003
43. 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
44. 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
45. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
46. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
47. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
48. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
49. NIST SP 800-63-3, 800-63A, 800-63B, 800-63C, Digital Identity Guidelines, June 2017
50. NIST SP 800-157, Guidelines for Derived PIV Credentials, December 2014
51. NIST SP 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
52. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
53. 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>)
54. 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>)
55. VA Memorandum "Mandate to meet PIV Requirements for New and Existing Systems" (VAIQ# 7712300), June 30, 2015, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4846>

56. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013, https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2015/04/TIC_Ref_Arch_v2-0_2013.pdf
57. OMB Memorandum M-08-05, “Implementation of Trusted Internet Connections (TIC), November 20, 2007
58. OMB Memorandum M-08-23, Securing the Federal Government’s Domain Name System Infrastructure, August 22, 2008
59. 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>)
60. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
61. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
62. Executive Order 13693, “Planning for Federal Sustainability in the Next Decade”, dated March 19, 2015
63. Executive Order 13221, “Energy-Efficient Standby Power Devices,” August 2, 2001
64. VA Directive 0058, “VA Green Purchasing Program”, July 19, 2013
65. VA Handbook 0058, “VA Green Purchasing Program”, July 19, 2013
66. Office of Information Security (OIS) VAIQ #7424808 Memorandum, “Remote Access”, January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
67. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103
68. 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>
69. 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>
70. 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>
71. “Veteran Focused Integration Process (VIP) Guide 2.0”, May 2017, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>
72. “VIP Release Process Guide”, Version 1.4, May 2016, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4411>
73. “POLARIS User Guide”, Version 1.2, February 2016, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4412>
74. VA Memorandum “Use of Personal Email (VAIQ #7581492)”, April 24, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
75. VA Memorandum “Updated VA Information Security Rules of Behavior (VAIQ #7823189)”, September, 15, 2017, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
76. API Best Practices
 - a. 18 F API Standards (<https://github.com/18F/api-standards>)
 - b. WH API Standards <https://github.com/WhiteHouse/api-standards>
77. Building Twelve-Factor App (<https://12factor.net/>).

78. Experience with incorporating and using open source technologies (<https://sourcecode.cio.gov/OSS/>).
79. The Agile Manifesto (<http://www.agilemanifesto.org/>)
80. Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) (<https://www.pmi.org/>)
81. The U.S. Digital Services Playbook (<https://playbook.cio.gov/>)
82. The Techfar Hub (<https://techfarhub.cio.gov/>)
83. VA Enterprise Cloud (VAEC) Technical Reference Guide for Acquisition Support, October 2017 (Attachment 003)
84. Best Practices for Agile Practices (Attachment 004)
85. VA MACM Maintenance Definitions (Attachment 005).

3.0 SCOPE OF WORK

The Government requires a VA MACM solution that will be comprised of three environments, Development, Staging and Production, hosted in the VAEC. There will be approximately 20 - 30 mobile responsive web apps hosted in the MACM in addition to the services needed to support these apps.

The Contractor shall implement, operate, and maintain the VA MACM including all cloud services required to support VA MACM operations. The Contractor shall migrate mobile apps and supporting services into an operational VA MACM. The Contractor shall provide operations and maintenance (O&M) support of all VA MACM cloud environments as well as the infrastructure software contained within each environment. The Contractor shall provide all software and support required to create and maintain an operational VA MACM as described in this PWS. This effort also includes an optional task for transition out services.

The Government will provide the Contractor with access to the VAEC to include the credits required for all VAEC cloud development, testing, and production environment requirements. The VAEC includes a secure dedicated Wide Area Network connection between VA and the VAEC Cloud Service Provider (CSP). The Contractor shall not be responsible for buying cloud credits for this contract. The VAEC is currently supported by two Federal Risk and Authorization Management Program (FedRAMP) High Certified and VA ATO approved CSPs. Both VAEC environments provide access to all CSP's FedRAMP Authorized Services in each respective CSP cloud to implement the proposed solution. In addition, each VAEC CSP provides a set of common shared services such as security scanning; Active Directory and single-sign (SSO); PIV integration; and performance monitoring to facilitate solution implementation. Specifications for each VAEC CSP, including access requirements, will be provided at the project kick off meeting and in Attachment 003 to this document. For this effort the Contractor is required to utilize the VAEC-AWS environment for its platform and the Contractor shall be provided credits to the VAEC-AWS as Government Furnished Equipment (GFE) during contract performance.

4.0 PERFORMANCE DETAILS

This is a hybrid Firm-Fixed Price (FFP)/Time-and-Materials (T&M)/Labor-Hour type contract. Only tasks identified as T&M shall be on a T&M basis.

4.1 PERFORMANCE PERIOD

The Period of Performance (PoP) shall be a base of 12 months followed by four (4) 12-month option periods. 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. The Contractor shall identify the Contractor's place of performance in their submission.

4.3 TRAVEL

The Government anticipates travel to perform the tasks associated with the effort, as well as to attend program-related meetings or conferences throughout the PoP. The meeting locations shall be located in St. Petersburg, Florida or Washington DC. The Contractor shall include all estimated travel costs in its FFP line items. These costs will not be directly reimbursed by the Government. The following is the estimated travel for the FFP portion of the effort.

Purpose	Number of Trips	Number of Staff	Base/Option
Kick-off Meeting	1	4	Base
Quarterly Program Reviews	4	4	Base and Option

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP

should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be concurred upon by the VA Program Manager (PM). The VA PM will provide detailed comments on the initial baseline CPMP, which shall be incorporated in the operational CPMP. The CPMP shall be updated based on input provided by the VA PM and shall be updated and maintained monthly thereafter throughout the PoP.

Deliverable:

- A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

The Contractor shall deliver Monthly Status Reports. These reports shall provide accurate, timely, and complete project information supporting reporting Requirements. The Bi-Weekly Status Report shall include the following data elements and reporting capability shall address the below requirements:

- a. Project Name
- b. Overview and description of the contract
- c. Overall high-level assessment of contract progress
- d. All work in-progress and completed during the reporting period
- e. Identification of any contract related issues uncovered during the reporting period and especially highlight those areas with a high probability of impacting schedule, cost or performance goals and their likely impact on schedule, cost, or performance goals
- f. Explanations for any unresolved issues, including possible solutions and any actions required of the Government and/or Contractor to resolve or mitigate any identified issue, including a plan and timeframe for resolution
- g. Status on previously identified issues, actions taken to mitigate the situation and/or progress made in rectifying the situation.
- h. Work planned for the subsequent four reporting periods, when applicable
- i. Current contract schedule overlaid on original contract schedule showing any delays or advancement in schedule
- j. Provide expenditures based upon your proposed spend plan.
- k. Workforce staffing data showing all Contractor personnel performing on the effort by task during the current reporting period along with status of their background investigation/VA clearance and biographies. After the initial labor baseline is provided, each Monthly Status Report shall identify any changes in staffing identifying each person who was added to the contract or removed from the contract.
- l. Original schedule of deliverables and the corresponding deliverables made during the current reporting period.
- m. Cost analysis that includes consumption of cloud resources by app.
- n. Software licenses at or nearing end of life and software security certificates nearing expiration.

The report shall also include an itemized list of all Electronic and Information Technology (EIT) deliverables and their current Section 508 conformance status. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

For each T&M task, indicate:

- a. Summary of work performed
- b. Expenditures for the reporting period
- c. Contract Line Item Number expenditure
- d. Burn rate
- e. Percentage of work completed

Deliverable:

- A. Monthly Status Report

5.1.3 TECHNICAL KICK-OFF MEETING

The Contractor shall conduct a kick-off meeting with the VA PM, Contracting Officer's Representative (COR) and the Contracting Officer (CO). The meeting shall be held within 10 business days after contract award. The kick-off meeting shall be a face-to-face meeting in a VA or VA-approved Contractor facility. The Contractor shall propose an agenda for VA COR approval three days prior to the meeting. The Contractor shall provide meeting minutes capturing discussion, agreements, and action items resulting from the kick-off meeting. The kick-off meeting shall address post award topics and shall present the Contractor's draft plans and approach for meeting PWS requirements.

5.1.4 KEY PERSONNEL

Specific expertise and experience in Program/Project Management, Cloud Architecture, Configuration Management, and Information Security is essential for accomplishing the tasks outlined in this PWS. The key personnel positions are identified below along with the minimum requisite qualifications for each position.

Key Personnel Positions:

- **Project Manager:**
 - Expertise Managing Entire Agile Software Development Life Cycle for a project of at least one million dollars up to and including production delivery and some phase of post-delivery support.
 - Expertise Managing Project with at least 15 software professionals with a duration of greater than one year.
- **Chief Cloud Architect:**
 - Background as a Software Engineer for at least three years prior to a position as a Cloud Architect.
 - Expertise as a Software Engineer for at least one project using Container Orchestration and VAEC-AWS Cloud.
 - Cloud Architect or Senior Engineer on a Production System in one of the VAEC CSP Vendors' Clouds.
 - Cloud Architect or Senior Engineer on a Production System that uses a Container Orchestration System.
- **Chief Configuration Manager:**
 - Background as a Lead Developer, Lead Release Manager, or Lead/Chief Configuration Manager for at least one year.
- **Chief Network and Security Architect:**
 - Background as a Software Engineer, Site Reliability Engineer, or DevOps Engineer for at least three years prior to a position as an Architect.

- Security Architect or Senior Engineer on a Production System using a Software Defined Infrastructure.
- Security Architect or Senior Engineer on a Production System using one of the VAEC CSP Vendors Clouds.
- Chief Operations Manager:
 - Expertise running a 24x7 Software based System for at least 6 months.
 - Experience with oversight of an operations team of at least 5 people for at least one year.
 - Expertise in Incident Management for a Software based System.
 - Expertise with oversight of a team running a trouble ticket system.

The Contractor shall provide resumes for any individual(s) who Contractor proposes to fill the five Key Personnel positions identified above. Submitted resumes are to be redacted to prevent disclosure of personally identifiable information (PII). Examples of PII include but are not limited to: names, addresses, phone numbers, social security numbers, and birthdays/dates. For those individuals proposed as Key Personnel who are not current employees of your company, a signed letter of intent will be required. The Key Personnel positions and redacted resumes of individuals who shall fill the key personnel positions shall be included as an attachment to the contract in Section D upon award.

During the first 90 days of performance, the Contractor shall not replace or substitute Key Personnel that the Contractor proposed pre-award unless the replacement is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide a detailed explanation of the circumstances necessitating the proposed substitution and shall demonstrate that the proposed replacement personnel are of at least substantially equal ability and qualifications as the individual originally proposed for that position.

After the initial 90 days, any personnel the Contractor offers as substitutes for the above identified Key personnel positions shall have the ability and qualifications equal to or better than the Key Personnel which are being replaced and shall meet or exceed the qualifications designated for that Key Personnel position. If any change to a Key Personnel position becomes necessary, the Contractor shall immediately notify the VA PM and COR in writing, but whenever possible Contractor shall notify the VA PM of substitutions in personnel in writing 30 calendar days prior to making any change in Key Personnel, and provide a detailed explanation of the circumstances necessitating the proposed substitution and shall demonstrate that the proposed replacement personnel are of at least substantially equal ability and qualifications as the individual originally proposed for that position and that the proposed replacement meets or exceeds the qualifications designated for that Key Personnel position.

The Contractor agrees that it has a contractual obligation to mitigate the consequences of the loss of Key Personnel and shall promptly secure any necessary replacements in accordance with (IAW) this PWS section. Failure to replace a Key Personnel pursuant to this clause and without a break in performance of the labor category at issue shall be considered a condition endangering contract performance and may provide grounds for default termination.

5.1.5 DAILY STATUS UPDATES

The Contractor shall support daily status meetings to discuss issues, propose resolutions, plan moves/add/changes, plan upgrades, and resolve tickets. These meetings will be conducted via teleconference.

5.1.6 PRIVACY AND HIPAA TRAINING

The Contractor shall submit status of VA Privacy and Information Security Awareness training for all individuals engaged on the task. The status reporting shall identify; a single Contractor Security Point of Contract, the names of all personnel engaged on the task, their initial training date for VA Privacy and Information Security training, and their next required training date. This information shall be submitted as part of the Weekly/ Progress Status Report.

The Contractor shall submit Talent Management System (TMS) training certificates of completion for VA Privacy and Information Security Awareness training. The Contractor shall also provide VA Privacy and Information Security Awareness Signed Rules of Behavior, and VA Health Insurance Portability and Accountability Act (HIPAA) Certificate of Completion IAW Section 9, Training, from Appendix C of the VA Handbook 6500.6, "Contract Security".

Deliverables:

- A. TMS Training Certificates of Completion for VA Privacy and Information Security Awareness Training
- B. VA Privacy and Information Security Awareness Signed Rules of Behavior
- C. VA HIPAA Certificate of Completion

5.2 VA MACM PLATFORM DEVELOPMENT AND APP MIGRATION

The Contractor shall provide cross-functional Contractor Sprint Teams to support the development of the VA MACM Platform and the migration of mobile apps from the VA MIS platform to the VA MACM Platform. Both development of the VA MACM Platform and migration of mobile apps to the VA MACM Platform shall take place in iterative two-week sprints. The Government estimates that each Contractor Sprint Team shall be comprised of 5 - 7 staff. The Contractor may invoice at the end of each sprint upon Government acceptance of the Sprint Certification Package and Artifacts.

For MACM platform development and migration tasks, the Contractor shall follow an agile continuous integration (CI) / continuous deployment (CD) methodology, as outlined in "Best Practices for Agile Processes" (Attachment 004), that may result in several releases in each sprint. If app development releases are required, the Contractor shall follow OIT's Veterans Integrated Process (VIP) requirements, IAW PWS Section 6.1.6, in coordination with the VA PM/COR, the VA Product Owner, and OIT personnel.

The specific scope of functionality of the tasks will be determined by VA App Product Owners and the VA PM/COR, prior to sprint commencing. The Contractor shall adjust deliverables and updates to match the nature of each task.

At the beginning of each two-week sprint, each Contractor Sprint Team shall initiate, coordinate, and participate in a Sprint Planning Meeting and develop a Sprint Plan with the VA Project Team, including the VA PM, COR, designated VA Product Owner and additional stakeholders, to plan the work to be accomplished for the sprint. Additionally, the team shall determine the acceptance criteria for the sprint and populate the Sprint Backlog. The Contractor, in

collaboration with the VA Project Team, shall use an Agile Poker Estimation technique to define the relative complexity of each task and determine the amount of work that can be accomplished. All activity scheduled in each sprint and backlog shall be captured and have status showing all work items, changes, impediments, and retrospectives. The Contractor shall update the Sprint Plan at the conclusion of sprint planning. Once the Sprint Plan is accepted by the VA PM/COR and the VA Product Team, the sprint backlog may change throughout the duration of the sprint, however, the effort of work will remain constant.

The Contractor shall provide Sprint Demonstration that confirms all functionality developed in the sprint is operational. At the Sprint Demonstration, the Contractor Sprint Team shall submit a Sprint Certification Package to the VA PM/COR for review and approval.

The Sprint Certification Package shall include a summary of the planned, accomplished, and unaccomplished work for the two-week sprint to include issues encountered and corrective actions taken as well as all artifacts produced, including any and all code (submitted to VA source code repository), during the sprint. This package, certification that all work is completed, and a demonstration that all work planned for the sprint has been fully implemented, are necessary for sprint acceptance by the Government. The Contractor must complete all work planned for each sprint and receive VA PM/COR approval of the Sprint Certification Package for the prior two-week sprint before beginning a new sprint.

The Contractor shall provide 13 sprints in the base contract period for the development of the VA MACM Platform and the migration of mobile apps from the VA MIS platform to the VA MACM Platform. The Contractor may be required to perform 1 – 4 sprints in parallel.

The price for the delivery of the Minimum Viable Product (MVP) as defined in PWS 5.2.1 is 100 percent of the fixed-price of each sprint provided the Contractor successfully delivers and the Government accepts the MVP within three months from contract award. Upon Contractor delivery and Government acceptance of each sprint, the Government shall pay 75 percent of the fixed-price of the sprint. Upon the successful delivery and acceptance of the MVP within three months from contract award, the Government shall pay the Contractor the remaining 25 percent of the fixed-price of each sprint withheld at the time of each Sprint delivery. In the event the Contractor delivers the MVP later than three months from contract award, the price for the delivery of the MVP shall be 75 percent of the fixed-price for each sprint. The Government will continue to pay 75 percent of the fixed-price of each sprint until successful delivery and acceptance by the Government of the MVP. Notwithstanding when the MVP is delivered and accepted by the Government, the Contractor remains obligated to deliver the MVP and failure to deliver the MVP within a commercially reasonable time from contract award will be deemed a condition endangering contract performance and may provide grounds for default termination. Upon successful delivery and acceptance of the MVP, additional sprints for the Mobile Application Migration IAW PWS Section 5.2.2 will be paid at 100 percent of the fixed-price of each sprint.

The below subtasks contain the basic requirements for the development of the VA MACM MVP as well as app migration. Once the VA MACM MVP has been delivered by the Contractor, additional sprints will enhance, maintain, and sustain VA MACM as well as perform app migration through the period of performance of this contract.

Deliverables:

- A. Sprint Plan
- B. Sprint Certification Package and Artifacts with Source Code

5.2.1 VA MACM MVP REQUIREMENTS

The Contractor shall deliver a stable and functional VA MACM MVP which meets each and every baseline requirement as set forth below in order to support all VA Mobile Application engineering activities such as application operations, development, testing, and troubleshooting. The Contractor shall provide the configuration, administration, integration, application programming Interface (API) configuration, and future upgrades of the VA MACM. The baseline requirements for the VA MACM MVP shall include the following:

- a. Container Orchestration System
- b. Continuous Integration and Continuous Delivery System
- c. Monitoring of availability and accessibility
- d. Access Auditing
- e. External Connectivity
- f. Test Case Management and Automation Framework
- g. Infrastructure, platform, and apps successfully build from code
- h. Intermediate artifacts are stored in repositories
- i. Deployable runtimes that have successful health checks
- j. Established Incidence Response procedure
- k. Integration of Project Management Systems, including:
 - l. A Ticketing system (e.g. JIRA and its Plugins)
 - m. A Knowledge management system (e.g. Confluence and its Plugins)
 - n. A Source Code Management system (e.g. GitHub Enterprise)
 - o. A Service Desk support tool (e.g. JIRA Help Desk Atlassian)
 - p. A real-time collaboration system (e.g. HipChat)
- q. As necessary a single sign on service (e.g. Crowd)
- r. VA MACM Standard Operating Procedures (SOP) and Tooling Support Plan to support the use of development and engineering tools to be used in MACM environments
- s. Developer's Manual that instructs development teams on how to build, deploy, test, and monitor their apps using the platform
- t. Automated ad-hoc build analytics as well as the ability to provide system performance analytic reports requested by the VA.
- u. Display a working health check application, running in the VA MACM production environment that shows the running status of the orchestration software.

The Contractor shall include all project artifacts in the Sprint Certification Package.

Rights in Computer Software:

The Contractor is required to deliver the VA MACM MVP, technical data, configurations, documentation or other information, including source code, during contract performance. The Government shall receive Unlimited Rights in intellectual property first produced and delivered in the performance of this contract in accordance with FAR 52.227-14, Rights In Data-General (DEC 2007). This includes all rights to source code and any and all documentation created in

support thereof. License rights in any Commercial Computer Software shall be governed by FAR 52.227-19, Commercial Computer Software

5.2.2 MOBILE APPLICATION MIGRATION

The Contractor shall migrate all VA mobile applications located in IBM Terremark (currently 20 to 30 mobile apps; however, the number of apps may change) as well as all associated databases and supporting services to the VA MACM IAW sprint planning activities. Each app shall be migrated from IBM Terremark to the MACM and the Contractor shall demonstrate that the app is working in all MACM environments using the CI/CD system. Upon approval and acceptance by the VA PM/COR that the migrated app is working in all MACM environments, the Contractor shall decommission the successfully migrated app from the IBM Terremark environment. Where there is physical hardware associated with the app at IBM Terremark, the physical hardware shall also be decommissioned by the Contractor.

The Contractor shall include all project artifacts in the Sprint Certification Package.

5.2.3 ADDITIONAL VA MACM PLATFORM DEVELOPMENT APP MIGRATION SUPPORT (OPTIONAL TASK)

In the event the Government exercises the Optional Task in the base period or any option period, the Contractor shall provide up to 32 iterative two-week sprints, as defined in PWS Section 5.2 above, to enhance, maintain, and sustain VA MACM as well as perform app migration through the period of performance of this contract.

5.3 MOBILE ENVIRONMENT SUPPORT

5.3.1 VA MACM OPERATIONS AND SYSTEM MAINTENANCE SUPPORT

The Contractor shall maintain and operate the ongoing availability of VA MACM. The Contractor shall develop a VA MACM Operations and Maintenance (O&M) Support Plan that details the Contractor's plan to maintain all VA MACM including incidence resolution procedures. The Contractor shall deliver the VA MACM O&M Support Plan to the VA PM/COR for review and approval.

The Contractor shall maintain and operate multiple VA environments within MACM including, but not limited to the following environments:

- Development (will not be connected to VA)
- Staging/Testing
- Production

Each VA environment may be divided into sub-environments as determined by VA. The Contractor shall ensure that all software associated with maintaining and operating the VA MACM is delivered and tracked on VA owned and operated version control systems. The Contractor shall ensure COTS software is licensed appropriately. VA shall provide the Contractor with access to such systems.

The Contractor shall provide VA MACM system maintenance to include corrective maintenance; adaptive maintenance; perfective maintenance; and preventative maintenance to ensure all apps and services hosted in MACM are continuously available, function correctly, provide current information features, and provide the best possible user experience. Maintenance types are defined in the "VA MACM Systems Maintenance Definitions" (Attachment 005).

The Contractor shall:

- a. Provide 24x7 Production support for VA MACM application infrastructure; database infrastructure to support database systems; security, and their utilities IAW the approved VA MACM O&M Support Plan.
- b. Provide Database Administration (DBA) support to cloud-based and hosted database systems in the VA MACM.
- c. Provide non-production environment support during normal VA business hours (7 am – 9 pm EST).
- d. Identify requirements for additional functionality within the application infrastructure. The Contractor shall include the results of this activity in an Application Infrastructure Recommendations Report appended to the Monthly Status Report.
- e. Monitor system, network, application, database logs, and Service Level Agreement (SLA) metrics via VA approved monitoring tools and provide a real-time dashboard available to all program stakeholders.
- f. Write and monitor synthetic monitoring scripts for VA infrastructure and apps.
- g. Provide configuration management and change control with VA and other teams as directed.
- h. Provide external systems integration support through configuring, testing, and documenting the integration.
- i. Provide database performance monitoring and provide results and recommendations for optimizing performance in a Database Optimization Recommendations Report appended to the Monthly Status Report.
- j. Provide operations support for the container orchestration platform.
- k. Perform system upgrades and patches within pre-defined maintenance windows.
- l. Define and administer users and user groups, and user access.

The Contractor shall be responsible for the break-fix of any apps hosted in the MACM environment affected by changes made to the environment by the MACM Contractor.

The Contractor shall provide an SLA Monitoring Plan that defines how SLA metrics will be monitored throughout the performance of the requirements, including the automated testing tools and automated SLA testing scripts that shall be used. The Contractor shall provide the SLA Monitoring Plan to the VA PM/COR for review and approval. Upon approval, the Contractor shall implement SLA monitoring IAW the approved plan and establish an SLA Dashboard that provides real time SLA metrics data available to all program stakeholders. The Contractor shall provide a VA MACM SLA Report on a biweekly basis which shall capture data as specified in the Deliverable Metrics/SLAs.

Deliverables:

- A. VA MACM O&M Support Plan
- B. SLA Monitoring Plan
- C. VA MACM SLA Report

DELIVERABLE METRICS/SLAs:

System Availability: The Contractor shall provide an aggregate uptime for all MACM components (i.e. databases, services, servers, storage) of no less than 99.9%. When this outcome is achieved an external entity shall be able to log into the environment, execute build and deploy jobs in the development enclave, and observe the results of those jobs. Services that are faulted due to an external entity shall have trouble tickets logged with the responsible party, with all

outage time attributable to this team until the ticket is logged with the responsible entity. Services that are unavailable due to upstream maintenance must have an outage notification to all VA stakeholders prior to the maintenance window for attribution to the upstream team. The Contractor shall have access to the Government's published maintenance window times and dates upon award. An automated test, IAW the approved SLA Monitoring Plan, and the logged reports of execution, including timing details, of that test shall be provided in the VA MACM SLA Report.

Development Environment Availability: The Mobile Application Development Environment shall be available during all working hours. An external entity shall be able to log into the environment, execute build and deploy jobs in the development enclave, and observe the results of those jobs with no less than 99.9% availability. An automated test, IAW the approved SLA Monitoring Plan, and the logged reports of execution, including timing details, of that test shall be provided in the VA MACM SLA Report.

Service Availability: All deployed services shall be available and functional to serve user requests at no less than 99.9% availability. An external entity shall be able to access and receive a successful response to all services deployed to this platform at all times. As available on a per service basis sample transactions or health check endpoints that are exposed to external entities shall be evaluated to determine if the response is successful. Services that are faulted due to an external entity shall have trouble tickets logged with the responsible party, with all outage time attributable to this team until the ticket is logged with the responsible entity. An automated test, IAW the approved SLA Monitoring Plan, with an execution frequency of no more than 300 seconds, and the logged reports of execution, including timing details, of that test shall be provided in the VA MACM SLA Report. Any faulted services attributed to an external entity shall include a record of the trouble ticket that was issued to the responsible party. This record shall include the time that it was filed, and if resolved, the time of resolution. Any maintenance window outages shall include a record of the notification that was distributed to VA Stakeholders, and the time which the record was distributed.

Service Uptime: Services run on this platform shall remain online no less than 99.9% of the time. All scheduled services will remain active and able to serve requests. An automated test, IAW the approved SLA Monitoring Plan, with an execution frequency of no more than 300 seconds, and the logged reports of execution, including timing details, of that test shall be provided as a report to the VA. All scheduled services and their associated uptime shall be provided in the VA MACM SLA Report.

Service Reachability: Services on this platform shall be reachable by outside entities no less than 99.9% of the time. All required routing and proxying services are correctly functioning and forwarding traffic. Services that are faulted due to an external entity shall have trouble tickets logged with the responsible party, with all outage time attributable to this team until the ticket is logged with the responsible entity. Services that are unavailable due to upstream maintenance must have an outage notification to all VA stakeholders prior to the maintenance window for attribution to the upstream team. The Contractor shall have access to the government's published maintenance windows times and dates upon award. An automated test, IAW the approved SLA Monitoring Plan, and the logged reports of execution, including timing details, of that test shall be provided in the VA MACM SLA Report.

5.3.2 SECURITY

5.3.2.1 SECURITY OPERATIONS AND MONITORING AND MANAGEMENT

The Contractor shall provide support for security operations and monitoring of VA MACM.

The Contractor shall:

- a. Assign a Security officer to manage all security related task.
- b. Provide 24x7x365 on call staffing for response to alerts from Network Operations Center (NOC) and/or Security Operations Center (SOC).
- c. Create 24x7x365 automated monitoring and alerting
- d. Continuously monitor and report the security status of the system on a regular and ad-hoc basis.
- e. Provide Remediation and documentation of findings in the security assessment reports as requirement.
- f. Identify and report any incidents using existing tools and strategies IAW the VA incident handling policies (VA Handbook 6500.5)
- g. Conduct regular infrastructure, network and code scanning/penetration to report any security vulnerabilities based on result reports with a recommendation and/or corrective plan of action.
- h. Conduct yearly security game day exercise.
- i. Update security documentation.
- j. Create a monthly Security Assessment Report that includes:
 - Number of Incidents
 - Number Anomalies
 - Results of Penetration test
 - System down time
 - Provide Remediation and documentation of findings in the security assessment reports as requirement.

Deliverable:

- A. Monthly Security Assessment Report

5.3.2.2 AUTHORITY TO OPERATE (ATO)

The Contractor shall develop and maintain Application/Infrastructure security documentation in support of achieving and maintaining an ATO at MACM (major application) and GSS levels.

The Contractor shall:

- a. Comply with VA ATO process.
- b. Use VA FISMA control tracking system as the security documentation repository to complete and update security controls.
- c. Coordinate with the VA security office and adhere to its policies.
- d. Complete all VA required training (i.e. on-boarding, security, ethics, etc.) as well as provide certificates of completion to the COR.
- e. Create, as directed, a wide variety of National Institute of Standards and Technology (NIST) SP800-Series security artifacts per FISMA requirements for VA systems.
- f. Enter data into the VA security documentation repository, which is currently known as RiskVision and runs on a Trusted Agent FISMA application.
- g. Manually review upcoming due dates for security artifacts and work with system maintainers or appropriate representatives to ensure artifacts are updated annually.

- h. Support, and develop annual attestation documentation in conjunction with the system maintainer and business owner.
- i. Peer review security artifacts and provide feedback to document authors.
- j. Coordinate and lead quarterly familiarization exercise for Contingency Plan and Incident Response Plan.
- k. Provide security documentation reporting to PMs, Information Security officers (ISO), and others.
- l. Update existing Privacy Impact Analysis (PIA), System Security Plan (SSP) documents and create new PIA documents as required in support of VA apps.
- m. Update ATO package as necessary

Deliverable:**A. ATO Package Documentation****5.3.2.3 SECURITY INCIDENT MANAGEMENT**

The Contractor shall facilitate and triage response to security incidents reported using existing tools and strategies IAW VA Incident Handling policies (VA handbook 6500.8). The Contractor shall provide on call support 24x7x365.

5.3.2.4 SECURITY CONTROL ASSESSMENT (SCA)

The Contractor shall proactively prepare for and actively participate in interviews, examinations, testing and reviews from the auditing community. This supports external and internal audit activities, Office of Inspector General (IG) audits, FISMA audits, third-party audits and self-assessments. The Contractor shall also support evolving VA automated security requirements such as open controls, security compliance masonry.

5.3.3 DISASTER RECOVERY AND CONTINUITY OF OPERATIONS

The Contractor shall support Disaster Recovery (DR) of all MACM environments and apps hosted in the MACM environments and shall create and enact all procedures to support continuity of operations IAW all applicable VA handbooks and rules.

The Contractor shall:

- a. Develop and implement a DR and Backup Plan for VA MACM, its environments, and hosted apps supplied using industry best practices which ensures no more than 15 minutes of service disruption and is fully compatible with and leverages the VAEC CSP Environment capabilities. The DR and Backup Plan shall include at a minimum:
 - a. Organizational preparedness including roles, responsibilities, and contact information
 - b. DR management and escalation processes including notification, declaration and testing guidelines, and notifications
 - c. DR Test Schedule
- b. Participate in disaster recovery test/exercises (scheduled and unscheduled simulations as well as real situations) and report the results in an After Action Report (AAR).
- c. In order to minimize cloud services costs and optimize operations the Contractor shall utilize VAEC GSS services when available and applicable
- d. System details that includes a detailed representation of key infrastructure and networking configurations and requirements

- e. Failover and failback procedures that includes a step-by-step recovery and restoration process
- f. Collaborate in the design and implementation of a data backup solution and includes the analytics and identification of data sizes of all systems such as databases and hosts, data retention, backup window/scheduling and archiving needs using results to create/update a design of a backup solution
- g. Develop a Continuity of Operation (COOP) Plan

The Contractor's VA MACM SLA Report shall capture data as specified in the Deliverable Metrics/SLAs.

Deliverables:

- A. DR and Backup Plan
- B. DR Test Schedule
- C. AAR
- D. COOP Plan

DELIVERABLE METRICS/SLAs:

Data Recoverability Point Objective (Data RPO): In the event of a catastrophic failure there shall be no more than 15 minutes of data lost.

Data Recoverability Time Objective (Data RTO): In the event of a catastrophic failure it shall take no longer than 24 hours to recover the data.

Data Restoration: In the event of a catastrophic failure it shall take no longer than 24 hours to restore the data.

5.3.4 MONITORING AND ALERTING

The Contractor shall support VA requirements for monitoring VA MACM, using the VAEC supported monitoring tools and processes as they exist and evolve over time. Monitoring tools will include native CSP monitoring tools (See Attachment 003 for additional details). Additionally, the Contractor shall integrate all logs with appropriate monitoring tools such as Grafana, Prometheus, Splunk, and/or ElasticSearch. The Contractor shall create queries to support dashboards, reporting, and proactive alert generation based on system, operations, security and business needs.

The Contractor shall:

- a. Create synthetic scripts to obtain real-life metrics and statistics and create dashboards, monitoring, API reporting, and proactive alerting based on synthetic script monitoring tools utilized.
- b. Utilize monitoring plugins and agents to monitor numerical metrics provided by external services, servers, or equipment to collect more in-depth metrics.
- c. Use Email, Short Message Service (SMS), and other methods, such as Pagerduty or VictorOps, for alerting schedules, escalation policies and services that escalate system, infrastructure, or security issues to a VA MACM on-call engineer. The Contractor shall acknowledge all alerts and remediate all issues IAW VA requirements
- d. Establish and participate in monitoring of other VA upstream partner systems.

- e. Assist application development teams to identify proper reporting metrics and alerts to isolate external dependencies from internal services.
- f. Provide assistance to internal and external teams to resolve issues during outages affecting external systems.
- g. Provide an Application Response Time Monitoring Report, appended to the Monthly Status Report, that provides application response time frames at the 50th, 75th, 95th, and 99th percentiles.

DELIVERABLE METRICS/SLA:

Data Collection Monitoring: The Contractor shall collect data from all instrumented sources, with an average frequency loss of no more than 300 seconds average over a span of a day. An automated test, IAW the approved SLA Monitoring Plan, and the logged reports of execution including timing details of that test shall be provided in the VA MACM SLA Report.

5.3.4.1 COST AND COMPUTE OPTIMIZATION AND REPORTING FOR MOBILE CLOUD SYSTEMS

The Contractor shall review all usage of cloud computing services provided by VA. Plans shall be submitted and implemented quarterly on how to best optimize the environment to reduce the costs associated with resource utilization. The Contractor shall provide a breakdown of all costs by application, environment, and utilization and shall report on utilization of each class of resource as a percentage of provisioned capacity in a Monthly Utilization Report.

The Contractor shall, as part of its VA MACM SLA Report, include the total infrastructure expenditure and total number of request services for Cloud Resource Optimization.

Deliverables:

- A. Quarterly Resource Utilization Optimization Plan
- B. Monthly Utilization Report

5.3.5 SOFTWARE LICENSE MANAGEMENT (T&M)

The Contractor is responsible at the direction of VA to manage, migrate, modify, terminate and procure VA MACM software licenses for the benefit of VA. These software licenses may include recurring costs and renewals which shall be the responsibility of the Contractor. The Contractor shall coordinate with other contractors and vendors as necessary to support the acquisition of the software licenses. The current manufacturer for each product is listed below; however different/equivalent brands are acceptable. The items listed may change over time and items may be substituted for more current versions, quantities, via modification to the contract. All software licenses procured by the Contractor on behalf of VA in support of MACM shall be transferred to the Government at the end of the period of performance. The current software licenses procured for the VA MIS platform include:

- a. Licenses for 2,000 users of Atlassian Jira and Confluence for collaboration, project and issue tracking in the VAMF enclave.
- b. Licenses for 500 users of Atlassian Stash for supporting Git repositories in the VAMF enclave.
- c. An unlimited user license of Atlassian Crowd for single sign-on to application lifecycle management (ALM) suite in the VAMF enclave.

- d. Licenses for 100 users of Atlassian Fisheye and Crucible for code search, visualization and review in the VAMF enclave.
- e. Licenses for the open source Jenkins software as a continuous integration tool in the MAE enclave.
- f. Open source licenses for the development and production implementation instances of Drupal as a content management tool for the External App Store
- g. Licenses for a systems monitoring tool for all Virtual Machines inside of all of the ECE/MAE/VAMF enclaves and associated environments.
- h. Licenses for 100 users of the Sonatype Nexus Pro repository manager.
- i. 14 Licenses for MongoDB Enterprise Advanced Subscription database system with 512GB RAM Server, unlimited users, 24x7x365 support w/30 minute SLA, Commercial License, MMS On- Prem, On-Demand Training, Advanced Security.
- j. 10 Mac Minis provided by VA to support continuous integration as well as development of code compatible with iOS mobile devices.
- k. VA enterprise license agreement (ELA) for Fortify Static Code Analyzer (SCA) to perform static code analysis on all development products.
- l. SmartBear LoadComplete, LoadTest and QAComplete test scripts, cases, and configurations
- m. Open source Apache, NginX, NodeJS, and Java JDK/JRE

VA Enterprise License Agreements include:

- a. RedHat Enterprise Linux
- b. Microsoft Enterprise
- c. Intersystems Cache
- d. Oracle Weblogic
- e. Oracle Database
- f. Fortify SCA

5.3.6 ENGINEERING TECHNICAL SUPPORT

The Contractor shall provide the following:

- a. Technical guidance to the product owner and development teams deploying apps. This shall include support using VA MACM and tooling provisioned by the Contractor
- b. Support for integrating with external VA systems required for application operation
- c. Support for utilizing shared services deployed internal to VA MACM
- d. Access to logs and information from Build tools
- e. Access to debug environments
- f. Assistance in production access for troubleshooting
- g. Providing support to product teams utilizing the CI/CD platform to deliver software to VA MACM.

DELIVERABLE METRIC/SLA:

Ticket Response: Tickets opened for this team for action related to the development environment receive a timely response. The 95th percentile of tickets has a response time less than minimum acceptable performance level which is one day. The calculated metrics shall be provided VA MACM SLA Report, detailed logs of all ticket transactions shall be retained for the evaluation timeframe for audit if necessary

Ticket Time to Close: Tickets opened for this team for action related to the development environment receive a timely response. The 95th percentile of tickets has a response time less than minimum acceptable performance level which is 3 days. The calculated metrics shall be provided in the VA MACM SLA Report, detailed logs of all ticket transactions shall be retained for the evaluation timeframe for audit if necessary.

5.3.7 GENERAL ENGINEERING SUPPORT

The Contractor shall provide general engineering support to the app product owner and development teams deploying apps. This shall include:

- a. Providing operational testing support including performance testing support and provide recommendations for performance enhancement in a Performance Enhancement Report appended to the Monthly Status Report.
- b. Defining architectural changes as needed based on industry best practices.
- c. Defining best practices and approach for utilizing/implementing the CI/CD platform.
- d. Troubleshooting and resolving issues that arise within the CI/CD platform
- e. Providing integration engineering support.

5.4 RELEASE AND DEVELOPMENT MANAGEMENT

5.4.1 CONFIGURATION MANAGEMENT

The Contractor shall manage and store all configuration items in the change management system.

5.4.2 CHANGE MANAGEMENT

The Contractor shall administer change requests according to the existing VA change management process. The Contractor shall schedule, communicate, and manage new or changed functionality into the MACM infrastructure. The Contractor shall facilitate the operating of the infrastructure Engineering Change Control Board (ECCB), by providing coordination, meeting planning, facilitation, collaboration facilities, and providing Technical SMEs to assist ECCB. Follow up meeting minutes with action items and decisions are maintained and delivered immediately with 24 hours to the stakeholders.

Deliverable:

- A. Meeting Minutes

DELIVERABLE METRICS/SLAs:

Change Control Ticket Response: Tickets opened for this team for change control action receive a timely resolution. The 95th percentile of tickets has a resolution time less than the minimum acceptable performance level of one day. The calculated metrics shall be provided in the VA MACM SLA Report, detailed logs of all ticket transactions shall be retained for the evaluation timeframe for audit if necessary.

Change Control Ticket Resolution: Tickets opened for this team for change control action receive a timely resolution. The 95th percentile of tickets has a resolution time less than the minimum acceptable performance level of 1 day. The calculated metrics shall be provided in the VA MACM SLA Report, detailed logs of all ticket transactions shall be retained for the evaluation timeframe for audit if necessary.

5.4.3 ENGINEERING CHANGE CONTROL BOARD (ECCB)

The Contractor shall support the ECCB for the VA MACM environments.

The Contractor shall establish a SOP including:

- a. Submitting and reviewing a change request by the identified approval authorities.
- b. Tracking the full lifecycles of the change request, and provide both regular and ad-hoc reports of duration in state, as well as absolute time and total count of all change requests.
- c. Maintaining availability of historical change requests and provide access to the VA or designated individuals for review, and auditing purposes.
- d. Establishing a process for change requests and associated implementations.
- e. Establishing a regular cadence for board meetings.
- f. Facilitating the board meeting and record and maintain minutes for all meetings.

Deliverables:

- A. ECCB SOP

5.4.4 CHANGE CONTROL COMPOSITION

The Contractor shall create and maintain documentation on acceptable change policy as dictated by VA. Access to this shall be provided to any party which is required to submit change requests to the ECCB.

5.5 TIER 4 HELP DESK SUPPORT (OPTIONAL TASK) - LABOR- HOUR

The Contractor shall provide Tier 4 support on an as needed basis to the existing VA Mobile Help Desk to resolve all issues that are not resolvable by the Tier 3 VA Mobile Help Desk support team.

Tier 4 support shall include:

- a. VAEC Cloud Infrastructure troubleshooting
- b. Application troubleshooting
- c. Assist other teams in resolving security issues such as access rights management
- d. Capacity utilization, and configuration errors
- e. Participating collaboratively with other VA staff and contractors to resolve platform, network and application issues.

DELIVERABLE METRICS/SLAs:

Development Trouble Ticket Response: Tickets opened for this team for action related to the development environment receive a timely response. The 95th percentile of tickets has a response time less than minimum acceptable performance level which is 1 day. A report of the calculated metrics shall be provided to the VA, detailed logs of all ticket transactions shall be retained for the evaluation timeframe for audit if necessary.

Development Trouble Ticket Time to Close: Tickets opened for this team for action related to the development environment receive a timely response. The 95th percentile of tickets has a response time less than minimum acceptable performance level which is 3 days. A report of the calculated metrics shall be provided to the VA, detailed logs of all ticket transactions shall be retained for the evaluation timeframe for audit if necessary.

5.6 CONTRACT TRANSITION (OPTIONAL TASK)

The Contractor shall support the transition of essential knowledge and work products to and from other contractors as directed to VA to ensure the continuity of operations, its related components, and work flows.

5.6.1 TRANSITION-OUT PLAN

The Contractor shall prepare a Transition-Out Plan. The Contractor's plans shall define transition efforts to be conducted, documentation, and information to be transferred to and reviewed with other relevant contractors. Transition-Out Plan will be reviewed by and require approval of the VA Program Manager and COR prior to execution of any contract transition support optional task.

The Transition-Out Plan shall, at a minimum, address the following:

- a. Transition schedule.
- b. Phase-Out Migration Checklist (Contractor format).
- c. Delivery of final deliverables; artifacts; VA MACM documentation, including VA MACM Standard Operating Procedures (SOP), Tooling Support Plan, and Developers Guide; and lessons learned.
- d. Delivery of software, release/code versions, processes, artifacts, and documents supporting each task area of the PWS in a format that is usable by VA.
- e. Outputs of automated test results and pass/fail results.
- f. Delivery of performance, security, and browser testing results.
- g. Training of relevant Government and Contractor personnel.
- h. Communication on, and delivery of, security concerns such as badges, tokens, and accounts,
- i. Plan for ensuring that, prior to termination or completion of this effort, the Contractor/Subcontractor does not destroy any information in any form received from VA, or gathered/created by the Contractor in the course of performing this effort without prior written approval by VA PM/COR. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done IAW 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 Sanitation.
- j. An orientation phase to introduce the successor Cloud Services Provider personnel, programs, and users to the incumbent team, explaining tools, methodologies, and business processes.
- k. Providing signed transition agreements in the VA designated format.

The Contractor shall archive all final documentation and materials in a secure location as directed by the VA COR.

Deliverables:

- A. Transition-Out Plan

5.6.2 TRANSITION-OUT SERVICES

In accordance with the Government-approved transition-out plan, the Contractor shall assist the Government in implementing a complete transition from this contract to a new support provider.

This shall include formal coordination with Government staff as well as successor staff and management. The Contractor shall also include delivery of copies of all VA MACM artifacts, software licenses, existing policies and procedures, data, source code, baseline metrics and statistics, and any additional VA MACM documentation or information.

Successful transition is defined as 100% completion of all work defined in the Government-approved Transition-Out Plan.

Upon the completion of the transition period, the Contractor shall provide closeout certifications that include a statement that the contract is complete, all deliverables have been provided, all services are complete, and there are no outstanding contractual issues.

Deliverables:

A. Closeout Certifications

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK

6.1.1 ONE-VA TECHNICAL REFERENCE MODEL

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

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

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

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

The Contractor shall ensure all Contractor delivered applications and systems conform to the specific Identity and Access Management PIV requirements set forth in the Office of Management and Budget (OMB) Memoranda M-04-04, M-05-24, M-11-11, and NIST Federal Information Processing Standard (FIPS) 201-2. OMB Memoranda M-04-04, M-05-24, and M-11-11 can be found at:

<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy04/m04-04.pdf>,

<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>, and

<https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf>

respectively. Contractor delivered applications and systems shall be on the FIPS 201-2 Approved Product List (APL). If the Contractor delivered application and system is not on the APL, the Contractor shall be responsible for taking the application and system through the FIPS 201 Evaluation Program.

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

1. Automated provisioning and are able to use enterprise provisioning service.
2. Interfacing with VA's MVI to provision identity attributes, if the solution relies on VA user identities. MVI is the authoritative source for VA user identity data.
3. The VA defined unique identity (Secure Identifier [SEC ID] / Integrated Control Number [ICN]).
4. Multiple authenticators for a given identity and authenticators at every Authenticator Assurance Level (AAL) appropriate for the solution.
5. Identity proofing for each Identity Assurance Level (IAL) appropriate for the solution.
6. Federation for each Federation Assurance Level (FAL) appropriate for the solution, if applicable.
7. Two-factor authentication (2FA) through an applicable design pattern as outlined in VA Enterprise Design Patterns.
8. A Security Assertion Markup Language (SAML) implementation if the solution relies on assertion based authentication. Additional assertion implementations, besides the required SAML assertion, may be provided as long as they are compliant with NIST SP 800-63-3 guidelines.
9. Authentication/account binding based on trusted Hypertext Transfer Protocol (HTTP) headers if the solution relies on Trust based authentication.
10. Role Based Access Control.
11. Auditing and reporting capabilities.
12. Compliance with VAIQ# 7712300 Mandate to meet PIV requirements for new and existing systems. <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4846>

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

6.1.3 INTERNET PROTOCOL VERSION 6 (IPv6)

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005 (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-22.pdf>) and September 28, 2010 (<https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf>). IPv6 technology, in accordance with the USGv6 Profile, NIST Special Publication (SP) 500-267 (<https://www.nist.gov/programs-projects/usgv6-technical-basis-next-generation-internet>), the Technical Infrastructure for USGv6 Adoption (<http://www-x.antd.nist.gov/usgv6/index.html>), and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>) shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. In addition to the above requirements, all devices shall support native IPv6 and/or dual stack (IPv6 / IPv4) connectivity without additional memory or other resources being provided by the Government, so that they can function in a mixed environment. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 and/or dual stack (IPv6/ IPv4) users and all internal infrastructure and applications shall communicate using native IPv6 and/or dual stack (IPv6/ IPv4) operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services in dual stack solutions, in addition to OMB/VA memoranda, can be found at: <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

6.1.4 TRUSTED INTERNET CONNECTION (TIC)

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M08-05 mandating Trusted Internet Connections (TIC) (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-05.pdf>), M08-23 mandating Domain Name System Security (NSSEC) (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-23.pdf>), and shall comply with the Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0 https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2015/04/TIC_Ref_Arch_v2-0_2013.pdf.

6.1.5 STANDARD COMPUTER CONFIGURATION

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 11 and Microsoft Office 2010. In preparation for the future VA standard configuration update, end user solutions shall also be compatible with Office 365 ProPlus and Windows 10. However, Office 365 ProPlus and Windows 10 are not the VA standard yet and are currently approved for limited use during their rollout, we are in-process of this rollout and making them the standard by OI&T. Upon the release approval of Office 365 ProPlus and Windows 10 individually as the VA standard, Office 365 ProPlus and Windows 10 will supersede Office 2010 and Windows 7 respectively. Applications delivered to the VA and intended to be deployed to Windows 7 workstations shall be delivered as a signed .msi package with switches for silent and unattended installation and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager (SCCM) VA's current desktop application deployment tool. Signing of the software code shall be through a vendor provided certificate that is trusted by the VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline (USGCB) and Defense Information Systems Agency (DISA) Secure Technical Implementation Guide (STIG) specific to the particular client operating system being used.

6.1.6 VETERAN FOCUSED INTEGRATION PROCESS (VIP)

The Contractor shall support VA efforts IAW the Veteran Focused Integration Process (VIP). VIP is a Lean-Agile framework that services the interest of Veterans through the efficient streamlining of activities that occur within the enterprise. The VIP Guide can be found at <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>. The VIP framework creates an environment delivering more frequent releases through a deeper application of Agile practices. In parallel with a single integrated release process, VIP will increase cross-organizational and business stakeholder engagement, provide greater visibility into projects, increase Agile adoption and institute a predictive delivery cadence. VIP is now the single authoritative process that IT projects must follow to ensure development and delivery of IT products

6.1.7 PROCESS ASSETT LIBRARY (PAL)

The Contractor shall utilize PAL, the OI&T-wide process management tool that assists in the execution of an IT project (including adherence to VIP standards). PAL serves as an authoritative and informative repository of searchable processes, activities or tasks, roles,

artifacts, tools and applicable standards or guides to assist project teams in facilitating their VIP compliant work.

6.2 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, and shall comply with VA Directive 6066.

Contractor Responsibilities:

- 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.
- The Contractor shall bear the expense of obtaining background investigations.
- 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.
- The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - Optional Form 306
 - Self-Certification of Continuous Service
 - VA Form 0710
 - Completed Security and Investigations Center (SIC) Fingerprint Request Form
- 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).
- The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign"

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

- 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.
- 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), 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).
- 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.
- 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.
- 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.

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

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

Position Sensitivity and Background Investigation Requirements by Task			
Task Number	Tier1 / Low Risk	Tier 2 / Moderate Risk	Tier 4 / High Risk
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.

Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the PAL template artifact. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.

- b. The Contractor should coordinate with the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4. below) when getting fingerprints taken.
- c. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) Optional Form 306
 - 2) Self-Certification of Continuous Service
 - 3) VA Form 0710
 - 4) Completed SIC Fingerprint Request Form

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).

The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via e-QIP).

- d. 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.
- e. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA

Handbook 6500.6 (Appendix C, Section 9), signed “Contractor Rules of Behavior”, and with a valid, operational PIV credential for PIV-only logical access to VA’s network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of OPM.

- f. 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.

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.

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

Deliverable:

- A. Contractor Staff Roster

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

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

6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Levels of Performance associated with this effort. The Deliverable Metrics/Service Level Agreements (SLA) as described in the Performance Work Statement (PWS) are separate from the below Performance Standards, but the Contractor’s performance in meeting the SLAs will impact the level of performance rating achieved for each performance objective set forth in the table below.

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

The COR will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

6.4.1 DELIVERABLE METRICS/SERVICE LEVEL AGREEMENTS PERFORMANCE

The Contractor shall meet the required Deliverable Metric/SLA as described in the Performance Work Statement (PWS). However, if the Contractor's performance falls below a required service level, the Contractor shall only be paid for the lower service level provided. Please be advised that the VA's payment for the lower service level provided in no way waives the Government's right to pursue any remedies available by law, including, but not limited to, termination for breach of contract. Please be further advised that failure to meet the Deliverable Metrics/Service Level Agreements as set forth in this PWS shall be considered a condition endangering contract performance and may provide grounds for default termination. The Government will conduct a monthly review of the defined SLAs against the Contractor's performance/solution. If a lower service level is assessed in a particular month, the Contractor shall provide an itemized invoice detailing the lower service level price (percentage and amount) and deducting that lower service level price from the total monthly price of the applicable Contract Line Item Number in the following month's invoice.

For and PWS task in which there are multiple SLAs, payment will be calculated for the lowest service level provided. Furthermore, each metric stands alone, therefore, if single event impact multiples SLAs across PWS Tasks, the Contractor shall be paid for lower service provided to both tasks.

SLAs are set forth in PWS Firm-Fixed-Price tasks 5.3.1, 5.3.3, 5.3.4, 5.3.6, and 5.4.2. The following table provides the calculation and measurement of each Firm-Fixed-Price (FFP) Deliverable Metric/SLA specified.

SLA ID	PWS Task	SLA	SLA Metric	Percentage of FFP monthly payment by the Government
1	5.3.1	System Availability	Aggregate uptime for all MACM components no less than 99.9%.	100% of FFP payment
			Aggregate uptime for all MACM components between 99.8% and 99.5%.	90% of FFP payment
			Aggregate uptime for all MACM components between 99.4% and 99.1%.	80% of FFP payment
			Aggregate uptime for all MACM components at and below 99.0%.	70% of FFP Payment
2	5.3.1	Development Environment Availability	Availability no less than 99.9%.	100% of FFP payment
			Availability between 99.8% and 99.5%	90% of FFP payment
			Availability between 99.4% and 99.1%	80% of FFP payment
			Availability at and below 99.0%.	70% of FFP Payment
3	5.3.1	Service Availability	Availability no less than 99.9%.	100% of FFP payment
			Availability between 99.8% and 99.5%	90% of FFP payment
			Availability between 99.4% and 99.1%	80% of FFP payment
			Availability at and below 90.0%.	70% of FFP Payment
4	5.3.1	Service Uptime	Services remain online no less than 99.9% of the time.	100% of FFP payment
			Services remain online between 99.8% and 99.5% of the time.	90% of FFP payment
			Services remain online between 99.4% and 99.1% of the time.	80% of FFP payment
			Services remain online below at and below 90.0% of the time.	70% of FFP Payment
5	5.3.1	Service Reachability	Services reachable by outside entities no less than 99.9% of the time.	100% of FFP payment
			Services reachable by outside entities between 99.8% and 99.5% of the time.	90% of FFP payment

			Services reachable by outside entities between 99.4% and 99.1% of the time.	80% of FFP payment
			Services reachable by outside entities at and below 90.0% of the time.	70% of FFP Payment
6	5.3.3	Data Recoverability Point Objective	No more than 15 minutes of data lost.	100% of FFP payment
			No more than 20 minutes of data lost.	90% of FFP payment
			No more than 25 minutes of data lost.	80% of FFP payment
			No more than 30 minutes of data lost.	70% of FFP Payment
7	5.3.3	Data Recoverability Time Objective	No longer than 24 hours to recover data.	100% of FFP payment
			No longer than 30 hours to recover data.	90% of FFP payment
			No longer than 36 hours to recover data.	80% of FFP payment
			No longer than 48 hours to recover data.	70% of FFP Payment
8	5.3.3	Data Restoration	No longer than 24 hours to restore data.	100% of FFP payment
			No longer than 30 hours to restore data.	90% of FFP payment
			No longer than 36 hours to restore data.	80% of FFP payment
			No longer than 48 hours to restore data.	70% of FFP Payment
9	5.3.4	Data Collection Monitoring	Average frequency loss of no more than 300 seconds per day.	100% of FFP payment
			Average frequency loss between 301 and 360 seconds per day.	90% of FFP payment
			Average frequency loss between 361 and 420 seconds per day.	80% of FFP payment
			Average frequency loss more than 421 seconds per day.	70% of FFP Payment
10	5.3.6	Ticket Response	No less than 95% of tickets have a response time of less than one day.	100% of FFP payment
			Between 94% and 92% of tickets have a response time of less than one day.	90% of FFP payment
			Between 91% and 90% of tickets have a response time of less than one day.	80% of FFP payment
			Below 90% of tickets have a response time of less than one day.	70% of FFP Payment
11	5.3.6	Ticket Time to Close	No less than 95% of tickets have a response time of less than three days.	100% of FFP payment
			Between 94% and 90% of tickets have a response time of less than three days.	90% of FFP payment

			Between 89% and 85% of tickets have a response time of less than three days.	80% of FFP payment
			Below 85% of tickets have a response time of less than three days.	70% of FFP Payment
12	5.4.2	Change Control Ticket Response	No less than 95% of tickets have a response time of less than one day.	100% of FFP payment
			Between 94% and 92% of tickets have a response time of less than one day.	90% of FFP payment
			Between 91% and 90% of tickets have a response time of less than one day.	80% of FFP payment
			Below 90% of tickets have a response time of less than one day.	70% of FFP Payment
13	5.4.2	Change Control Ticket Resolution	No less than 95% of tickets have a resolution time of less than one day.	100% of FFP payment
			Between 94% and 90% of tickets have a resolution time of less than one day.	90% of FFP payment
			Between 89% and 85% of tickets have a resolution time of less than one day.	80% of FFP payment
			Below 85% of tickets have a resolution time of less than one day.	70% of FFP Payment

6.5 FACILITY/RESOURCE PROVISIONS

6.6 GOVERNMENT FURNISHED PROPERTY

The Government will provide cloud credits to the VAEC-AWS environment.

The VA Program Manager (PM) will provide the following Government Furnished Items (GFI) for performance of this contract:

- a) Project data for mobile applications projects and for the data center
- b) VA-owned software for App Stores and App catalog products
- c) Access to VA specific systems/network as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG))
- d) VA Enterprise License Agreements
 - a. RedHat Enterprise Linux
 - b. Microsoft Enterprise
 - c. Intersystems Cache
 - d. Oracle Weblogic
 - e. Oracle Database
 - f. Fortify SCA

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED**A1.0 Cyber and Information Security Requirements for VA IT Services**

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA Program Manager and VA Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to Government Furnished Equipment (GFE) and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, unless the connection uses FIPS 140-2 (or its successor) validated encryption, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the PM, and the Information Security Officer (ISO) must be notified and verify all security requirements have been adhered to.

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

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

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

A2.0 VA Enterprise Architecture Compliance

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

A2.1. VA Internet and Intranet Standards

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

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

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

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

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

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

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

- ☒ § 1194.21 Software applications and operating systems
- ☐ § 1194.22 Web-based intranet and internet information and applications
- ☐ § 1194.23 Telecommunications products
- ☐ § 1194.24 Video and multimedia products
- ☐ § 1194.25 Self-contained, closed products
- ☐ § 1194.26 Desktop and portable computers
- ☒ § 1194.31 Functional Performance Criteria
- ☒ § 1194.41 Information, Documentation, and Support

A3.2. Equivalent Facilitation

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

A3.3. Compatibility with Assistive Technology

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by

individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

A3.4. Acceptance and Acceptance Testing

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

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

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment.

Deliverables:

- A. Final Section 508 Compliance Test Results

A4.0 Physical Security & Safety Requirements:

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

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

A5.0 Confidentiality and Non-Disclosure

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

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

the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

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

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

A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13693, "Planning for Federal Sustainability in the Next Decade", dated March 19, 2015; 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 (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. 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. 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.

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

1. 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.

2. 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.

3. 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.

4. 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.

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

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for

those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

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

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

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

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

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

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

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

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

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

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

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

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

2. The Contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 11 configured to operate on Windows 7 and future versions, as required.

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

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

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

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

7. The Contractor/Subcontractor agrees to:

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

i. The Systems of Records (SOR); and

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

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

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

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

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

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

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

9. The 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 on 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

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

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

2. 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.

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

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

5. 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.

6. 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.

7. 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.

8. 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

1. 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.

2. 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.

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

4. 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

1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/Subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the Contractor provides payment of actual damages in an amount determined to be adequate by the agency.

2. 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.

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

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:

- a) date of occurrence;
- b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- 3) Number of individuals affected or potentially affected;
- 4) Names of individuals or groups affected or potentially affected;
- 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- 6) Amount of time the data has been out of VA control;
- 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8) Known misuses of data containing sensitive personal information, if any;
- 9) Assessment of the potential harm to the affected individuals;
- 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Breaches Involving Sensitive Personal Information*, as appropriate; and
- 11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

4. 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

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

- 1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Information Security Rules of Behavior, updated version located at <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4848>, relating to access to VA information and information systems;
 - 2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior course (TMS #10176) and complete this required privacy and information security training annually;
 - 3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the CO for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
2. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 2 days of the initiation of the contract and annually thereafter, as required.

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>

(End of Clause)		
<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 (ALTERNATE I)	JAN 2017
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
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS	
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	JAN 2017

C.2 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUL 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.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 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 (June 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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_ (5) [Reserved].

_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (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.

_ (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.
- _X_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- _X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Nov 2016) 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 (Jan 2017) (15 U.S.C. 637(a)(14)).
- _X_ (20) 52.219-16, Liquidated Damages—Subcon-tracting 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. 657 f).
- _X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, 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 (Jan 2018) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Sept 2016) (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). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (36) 52.223-11, 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).

___ (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) (E.O. 13513).

___ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

___ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47)(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.

X (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

___ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

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

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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.

(v) 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.

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

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

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

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

(xiii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (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.4 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items: Additional VA MACM Platform Development and App Migration Support (CLINs 0011, 1010, 2010, 3010, and 4010); Tier 4 Help Desk Support (CLINs 0012, 1011, 2011, 3011, and 4011), and Contract Transition (CLINs 5001), and their associated sub line items identified in the Schedule as an option items, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract. Optional Task Additional VA MACM Platform Development and App Migration Support may be exercised multiple times from time to time provided the quantity does not exceed 32 in each period of performance. Optional Task Tier 4 Help Desk Support may be exercised multiple times from time to time up to the not to exceed amount. Optional Task Contract Transition may be exercised once at any time during the period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract; 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 66 months.

(End of Clause)

C.6 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

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

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

(2) The commercial computer software may be—

- (i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (iii) Reproduced for safekeeping (archives) or backup purposes;
- (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
- (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and
- (vi) Used or copied for use with a replacement computer.

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

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

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

(End of Clause)

C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.10 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 as applicable. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.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)

C.12 ORGANIZATIONAL CONFLICT OF INTEREST

(a) Definition. Per FAR 2.101, an “organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.” It does not include the normal flow of benefits from incumbency.

(b) The Contracting Officer has determined that Organizational Conflicts of Interest (OCI) may arise due to the nature of the work the Contractor will perform under this contract which may preclude the Contractor from being awarded future contracts/orders in related areas. Whereas the Contractor has agreed to undertake this contract, it is both acknowledged and agreed to by the Contractor that performance of this contract/order may render it ineligible to act as a prime contractor and/or subcontractor to any prime contractor or subcontractor at any tier, which involve refactoring, development, enhancement and/or remediation of mobile applications subject to migration into the VA MACM.

(c) Contractors are hereby notified that for future VA contracts/orders, Contractors may be required to submit an organizational conflict of interest mitigation plan, if requested by Contracting Officer(s). The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract/order. The Government may terminate the contract/order for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) The Contractor shall apply this clause to any subcontractors, who have access to information, participate in the development of applications, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime or subcontractor on future VA contracts/orders.

(e) The Contractor’s employees shall be trained and informed of Subcontract 9.5 of the FAR and this contract clause, and shall execute a “Contractor-Employee Personal Financial Interest/Protection of Sensitive Information” Agreement as appropriate.

(f) Government Representatives shall have access to the Contractor’s premises and the right to inspect all pertinent books and records in order to insure that the contractor is in compliance with FAR 9.5.

(g) The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.

(h) The Government may waive application of this clause when it is determined to be in the best interest of the Government to do so.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENT

Attachment 001 - Current Servers

Attachment 002 - Current Software Inventory

Attachment 003 - VAEC Technical Reference Guide

Attachment 004 - Best Practices for Agile Processes

Attachment 005 - Maintenance Definitions

Attachment 006 - VA MACM Excel Price Evaluation Spreadsheet

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

(End of Provision)		
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITION	FEB 2007
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.2 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant,

been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.3 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FEDERAL CONVICTION UNDER 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.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this

provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the

Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

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

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

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

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

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

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

(End of Provision)

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

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

Hand-Carried Address:

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

Mailing Address:

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

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

(End of Provision)

E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(End of Provision)

E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

(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 (<https://www.vip.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 (<https://www.vip.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 (MAY 2010)

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 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 following five evaluation Factors: MACM Minimum Viable Product (MVP) Prototype Demo, Technical, Past Performance, Price and Veterans Involvement. This competition will be accomplished in two steps. In Step One the Offeror shall complete the MACM MVP Prototype Demo. The MACM MVP Prototype Demo Factor only, shall be evaluated by the Government on a Pass or Fail basis. Accordingly, all proposals shall be assigned a final evaluation rating of either Pass or Fail under this Factor. Only those proposals determined to Pass under the MACM MVP Prototype Demo Factor shall be eligible to participate in Step Two and be eligible for award. The Government will not further evaluate proposal submissions from Offerors who are found ineligible in Step One. All proposals that Pass the MACM MVP Prototype Demo Factor shall be subject to a tradeoff evaluation between the remaining four Factors, in order to determine which proposals represent the best value to the Government. Those four remaining Factors shall be weighted as follows: The Technical Factor is significantly more important than the Past

Performance Factor, which is significantly 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, when 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 as a result of the evaluations.

In Step Two, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals in accordance with FAR 52.215-1.

E.12 FACTORS TO BE EVALUATED

Step One:

1. MACM MVP PROTOTYPE DEMO

Step Two:

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

E.13 EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel. There will be no discussions as part of Step One, and the Government reserves the right to award without discussions based upon the initial evaluation of proposals in Step Two. The proposal will be evaluated strictly in accordance with its written and demonstrated content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

STEP ONE:

MACM MVP Prototype Demo Approach:

Upon receipt of the Offeror proposal, specific instructions will be provided to each Offeror regarding the MACM MVP Prototype Demo. The instructions shall contain the ground rules of the demo along with the items that will be evaluated on a pass/fail basis. All Offerors will be given five business days from the date instructions are provided to prepare the MACM MVP Prototype Demo.

The MACM Demo is intended to demonstrate the Offeror's ability to establish a MACM MVP prototype running a High Availability Kubernetes Cluster (K8S). The MACM MVP Prototype Demo will be evaluated on a Pass/Fail basis. When completed the Government shall be able to execute the code and standup the MACM MVP Prototype Demo, build, test, and deploy the application and service prototypes from a code repository. There will be no discussions as part of Step One.

STEP TWO:**1. TECHNICAL EVALUATION APPROACH:**

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

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

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). Offeror shall identify major subcontractors, if any, as performing more than 25 percent of the total proposed price and that will be providing any of the following tasks: VA MACM platform development and application migration; mobile environment support; release and development management; and help desk support as described in PWS. 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 of the Offeror's relevant and recent past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. The Government will review past performance data available in the Past Performance Information Retrieval System (PPIRS) for efforts in performance at any point during the three years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include contracts/orders over \$5M for operations and maintenance of cloud platform(s), migration of applications and databases to a commercial cloud, development and/or operation of a container orchestration platform, and utilizing automation/Infrastructure as Code. 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.

The Government will review aspects of Price/Cost, schedule and performance. Areas to be evaluated may include but are not limited to quality, schedule, cost control, management small business subcontracting and regulatory compliance.

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

3. PRICE/COST EVALUATION APPROACH.

This is a hybrid Firm-Fixed Price (FFP)/Time-and-Materials (T&M), Labor Hours contract. The total evaluated price will equal the sum of the total evaluated Firm Fixed Price (FFP), the total evaluated T&M price, the total evaluated Labor Hours price and the estimated VA MACM platform price.

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

Labor Hour: The total evaluated Labor Hour price will equal the sum of the total labor price for the entire task order period, including options, and optional tasks. The Government will verify the Offeror's calculation of the total proposed price. The proposed fully loaded labor rates will be incorporated into any resultant contract, as binding, Not To Exceed (NTE) ceiling loaded labor rates. The proposed fully loaded labor rates will be used for the prime and all subcontractors/team members in performance of this contract. The estimated labor hours are for evaluation purposes only and do not obligate the Government to award such labor hours.

T&M: The total evaluated T&M price will equal the sum of the total labor price and the total of the Materials (including associated Material Handling Costs) for the entire task order period, including options. The proposed Material Fixed Handling rates will be incorporated into any resultant contract as binding NTE ceiling rates. The proposed fully loaded labor rates will be incorporated into any resultant contract, as binding, NTE ceiling loaded labor rates. The proposed fully loaded labor rates will be used for the prime and all subcontractors/team members in performance of this contract. The Government will verify the Offeror's calculation of the total proposed price. The estimated labor hours are for evaluation purposes only and do not obligate the Government to award such labor hours

VA MACM Estimated Platform Price: For evaluation purposes only, Offerors shall price their proposed estimated VA MACM platform price based on commercial AWS pricing. Based on the Offeror's technical approach, each Offeror shall provide an accounting of all cloud services, cloud service quantities and projected cost of cloud services based upon AWS Commercial pricing. Offerors shall use the AWS Commercial cost estimation tools found here: <https://aws.amazon.com/aws-cost-management/>. Offerors shall not discount the AWS Commercial pricing.

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

4. VETERANS INVOLVEMENT EVALUATION APPROACH.

In accordance with Veterans Affairs Acquisition Regulation (VAAR) 852.215-70 (DEVIATION), 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. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database at time of proposal submission and at time of award (<https://www.vip.vetbiz.gov>) and must meet federal small business size standards for the North American Industry Classification System (NAICS) code assigned to this solicitation.

Non-SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs 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 (<https://www.vip.vetbiz.gov>) and must meet federal small business size standards for the NAICS code assigned to this solicitation at time of both proposal submission and at time of award.

E.14 PROPOSAL SUBMISSION

1. INTRODUCTION

This competition will be accomplished in two steps. In Step One the Offeror shall complete the MACM MVP Prototype Demo. Upon receipt of the Offeror proposal, specific instructions will be provided to each Offeror regarding the MACM MVP Prototype Demo.

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via email to Contract Specialist Jessica Adamitis, Jessica.Adamitis@va.gov, and Contracting Officer Juan Quinones, Juan.Quinones@va.gov, in the files set forth below. 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. The use of hyperlinks or embedded attachments in proposals is prohibited. Offerors are encouraged to register for the Vendor Portal in order to ensure timely transmission of their proposals to the Government.

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 Word 2010 (.doc) [if allowing Word documents] 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, printing, 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. A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government.

b. File Packaging. All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations*
Step One			
MACM MVP Prototype Demo	N/A	N/A	N/A
Step Two			
Volume I	Technical Approach	Tech.pdf	30 pages
		Resumes.pdf	None
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
	Small Business Subcontracting Plan (Large Businesses Only)	SBSP.pdf	None

STEP ONE:

(i) MACM MVP Prototype Demo:

Upon receipt of the Offeror's proposal, the Government will provide the same specific written instructions to each Offeror regarding the MACM MVP Prototype Demo. Each Offeror will be given five business days from the date the instructions are provided to prepare and deliver the MACM MVP Prototype Demo to the Government pursuant to the written instructions. Offerors shall deliver a MACM MVP Prototype demonstration that is accessible by Government staff for up to two weeks after the MACM MVP Prototype Demo for Government evaluation. Offerors will not be given an opportunity to correct or revise the MACM MVP Prototype Demo after its delivery to the Government. The Offeror shall prepare the MACM MVP Prototype Demo without any interaction with the Government. All costs associated with the MACM MVP Prototype Demo shall be borne by the Offeror and will not be reimbursed by the Government.

STEP TWO:

(i) VOLUME I – TECHNICAL FACTOR. Offerors shall propose a detailed approach that addresses the following:

- (1) The Offeror shall provide a detailed technical approach to the development and provisioning of the VA MACM minimum viable product and container orchestration platform IAW with PWS Task 5.2 and 5.2.1. The Offeror's approach shall include its planned consumption/use of VAEC-AWS cloud service credits and its proposed model of application federation across the VA Network. The Offeror shall specifically detail the AWS cloud services and cloud service quantities required to develop the proposed VA MACM Platform.
- (2) The Offeror shall provide a detailed technical approach to mobile environment support to include operations and maintenance of the VA MACM; security including obtaining and maintaining its Authority to Operate (ATO) and Software Security Plan (SSP) and security incident management; incident resolutions; disaster recovery including backup strategy and data retention; release and development management; and change control IAW PWS Tasks 5.3 and 5.4.
- (3) The Offeror shall provide a detailed technical approach for the migration of all mobile applications located in IBM Terremark to the VA MACM as well as all associated databases and supporting services to the VA MACM IAW PWS Task 5.2 and 5.2.2.

- (4) The Offeror shall provide a detailed approach for the management and optimization of resources including development, migration, maintaining, dashboarding, labeling, and financial accounting of used services. The approach shall include monitoring the health of the VA MACM systems, dashboard solutions, and its individual alerting solutions for management, technical subject matter experts and system developers/maintainers.
- (5) The Offeror shall provide a clear description of how it will ensure deliverable metrics/SLAs are achieved; and quality assurance.
- (6) The Offeror shall provide a clear description of the management methodology that will be used for executing the effort. The Offeror shall provide staffing approach to include proposed Key Personnel redacted resumes pursuant to PWS Section 5.1.4 and details of how the proposed effort will be assigned within the Offeror's corporate entity and among the proposed subcontractors. The Offeror shall provide a summary of how it and its subcontractors' corporate expertise will be utilized to meet the requirements of the PWS.
- (7) The Offeror shall provide the estimated level of effort for its approach for each firm fixed price task and subtask to include labor categories and associated hours for the Prime and any proposed subcontractors for the base and option periods of performance. Ensure the hours are correctly totaled for each period (base and option periods) and a grand total is submitted for all periods combined. Details are required to be included in the Technical Volume and shall not be provided through a redacted price volume.

(ii) **VOLUME II – PAST PERFORMANCE FACTOR.** Offeror shall identify major subcontractors, if any, as performing more than 25 percent of the total proposed price and that will be providing any of the following tasks: VA MACM platform development and application migration; mobile environment support; release and development management; and help desk support as described in PWS. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, Commercial and Government Entity (CAGE) Code, and Data Universal Number System (DUNS) Number.

Offerors may identify contracts for review within PPIRS and/or submit contracts (including Federal, State, and local government and private) (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include contracts/orders over \$5M for operations and maintenance of cloud platform(s), migration of applications and databases to a commercial cloud, development and/or operation of a container orchestration platform, and utilizing automation/Infrastructure as Code. The Offeror shall provide the contract number; description of the work; period of performance; and point of contact phone number and email address.

(iii) **VOLUME III– PRICE FACTOR**

The Offeror shall complete the Schedule of Supplies/Services found in Attachment 006 – VA MACM Excel Price Evaluation Spreadsheet. The Total Evaluated Price shall be based on the information provided in the Excel Price Evaluation Spreadsheet. Section B.4 Price schedule is for informational purposes only for the solicitation.

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

(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 (DEVIATION). Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) and must meet federal small business size standards for the NAICS code assigned to this solicitation at time of both proposal submission and at time of award.

(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 and must meet federal small business size standards for the NAICS code assigned to this solicitation at time of proposal submission and time of award.

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

c. Offerors shall provide list of all subcontractors including company name, CAGE code and DUNS number.

d. Large Business shall submit a Small Business Subcontracting Plan (SBSP) IAW FAR 52.219-9 and VAAR 852.219-9. The Offeror shall include in its SBSP the extent to which the

Offeror meets or exceeds the Government's Subcontracting goals for this procurement, which are as follows: Service-Disabled Veteran-Owned Small Business (SDVOSB): 5.0% of the total contract value; Veteran-Owned Small Business (VOSB): 7.0% of the total contract value; Small Disadvantaged Business (SDB): 5.0% of the total contract value; Women-Owned Small Business: 5.0% of the total contract value; Historically Underutilized Business Zone (HUB Zone) Small Business: 3.0% of the total contract value. Any inability to meet the Government's subcontracting goal(s) or if the Offeror is not proposing to subcontract it shall include detailed rationale to support the determination. If the large business does not have an approved Master Plan or approved Commercial Plan, then an Individual Subcontracting Plan must be submitted that includes an assurance that small businesses will be given the maximum practicable opportunity to participate in contract performance. This plan shall be submitted separately from the Small Business Participation information required above, which applies to both Large and Small businesses. The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a Large Business and the Plan, as negotiated, will be incorporated into any resultant contract.

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.