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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 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.2 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.3 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:** To Be Determined
- b. **GOVERNMENT:** Contracting Officer (36C10B)
 Department of Veterans Affairs
 Technology Acquisition Center
 23 Christopher Way
 Eatontown, NJ 07724

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

- 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
- 52.232-36, Payment by Third Party

3. **INVOICES:** Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other Upon 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.

5. **ACKNOWLEDGMENT OF AMENDMENTS:** The Quoter acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

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.

| Base Period | | | | | |
|--|---|------------|-------------|-------------------|--------------------|
| Period of Performance: 12 months from date of award | | | | | |
| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
| 0001 | <p>PROJECT MANAGEMENT In accordance with (IAW) paragraphs 5.1 of the Performance Work Statement (PWS).</p> <p>This Firm-Fixed-Price (FFP) Contract Line Item Number (CLIN) includes all labor, materials, and deliverables required for the successful completion of the services detailed in PWS paragraphs 5.1 (inclusive of all of its subparagraphs).</p> <p>The price of CLIN 0001 shall be included in and allocated to CLIN 0002 through CLIN 0003.</p> <p>Period of performance shall be 12 months from date of award.</p> | 12 | MO | NSP | NSP |
| 0001AA | <p>Contractor Project Management Plan IAW paragraph 5.1.1 of the PWS.</p> <p>Due 30 days after contract and updated monthly thereafter.</p> | 1 | LO | NSP | NSP |
| 0001AB | <p>Weekly Progress Report IAW paragraph 5.1.2 of the PWS.</p> <p>Due weekly during initial development phases through deployment phase.</p> | 26 | EA | NSP | NSP |
| 0001AC | <p>Monthly Progress Report IAW paragraph 5.1.2 of the PWS.</p> | 6 | EA | NSP | NSP |

| | | | | | |
|---------------|--|----------|-----------|--------------|--------------|
| | Due the fifth day of each month throughout the period of performance during the maintenance phase. | | | | |
| 0002 | COTS LICENSE If proposing a COTS product, Quoters shall quote the price of the 6-month perpetual license to co-term with the expiration of the base period. | 1 | LO | \$ | \$ |
| 0003 | WHOLE HEATHLH MOBILE DEVELOPMENT IAW paragraphs 5.2 - 5.3 of the PWS. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.2 and its subparagraphs. The Contractor shall only invoice upon completion of each one-month sprint and COR acceptance of the sprint certification package and artifacts | 6 | EA | \$ | \$ |
| 0003AA | Sprint Plan IAW paragraph 5.2 of the PWS Due upon completion of the Sprint. | 6 | EA | \$NSP | \$NSP |
| 0003AB | Sprint Certification Package and Artifacts IAW paragraph 5.2 of the PWS Due upon completion of the Sprint. | 6 | EA | \$NSP | \$NSP |
| 0004 | WHOLE HEALTH APPLICATION MAINTENANCE IAW paragraph 5.4 of the PWS. This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.4. Period of performance shall be 6 months from completion of development. | 6 | MO | \$ | \$ |
| 0004AA | O&M Plan IAW paragraphs 5.4 of the PWS Due Monthly | 1 | EA | \$NSP | \$NSP |
| 0005 | PERFORMANCE MANAGEMENT PLAN IAW paragraphs 5.4.2 of the PWS | 1 | EA | \$NSP | \$NSP |

| | | | | | |
|--------------------------|---|----------|-----------|------------|------------|
| | Due Monthly | | | | |
| 0006 | CONTRACTOR STAFF ROSTER IAW paragraph 6.2.2 of the PWS. Due three days after contract award and updated throughout the period of performance. The price of this CLIN shall be allocated to CLIN 0002 through CLIN 0003. | 1 | EA | NSP | NSP |
| 0007 | FINAL SECTION 508 COMPLIANCE TEST RESULTS IAW paragraph A3.4 of the PWS. Due upon delivery of each deliverable. The price of this CLIN shall be allocated to CLIN 0002 through CLIN 0003. | 1 | EA | NSP | NSP |
| BASE PERIOD TOTAL | | | | | \$ |

Option Period 1

This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to Extend the Term of the Contract. If exercised, this option shall commence immediately after expiration of the Base Period.

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---------------|---|------------|-------------|-------------------|--------------------|
| 1001 | PROJECT MANAGEMENT IAW paragraphs 5.1 of the PWS. This FFP CLIN includes all labor, materials, and deliverables required for the successful completion of the services detailed in PWS paragraphs 5.1 (inclusive of all of its subparagraphs, excluding 5.1.3). The price of CLIN 1001 shall be included in and allocated to CLIN 1002 through CLIN 1003. Period of performance shall be 12 months from commencement of Option Period 1. | 12 | MO | NSP | NSP |
| 1001AA | Contractor Project Management Plan IAW paragraph 5.1.1 of the PWS. Due 30 days after contract option and updated monthly thereafter. | 12 | EA | NSP | NSP |
| 1001AB | Monthly Progress Report | 12 | EA | NSP | NSP |

| | | | | | |
|--|--|------------|-------------|-------------------|--------------------|
| | IAW paragraph 5.1.2 of the PWS. Due the fifth day of each month throughout the period of performance. | | | | |
| 1002 | COTS LICENSE If proposing a COTS product, Quoters shall quote the price of the 12-month perpetual license to start upon the expiration of the base period. | 1 | LO | \$ | \$ |
| 1003 | WHOLE HEALTH APPLICATION MAINTENANCE IAW paragraph 5.3 of the PWS. This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.3. Period of performance shall be 12 months from commencement of Option Period 1. | 12 | MO | \$ | \$ |
| 1003AA | O&M Plan IAW paragraphs 5.4 of the PWS Due Monthly | 1 | EA | \$NSP | \$NSP |
| 1004 | PERFORMANCE MANAGEMENT PLAN IAW paragraphs 5.4.2 of the PWS Due Monthly | 1 | EA | \$NSP | \$NSP |
| OPTION PERIOD 1 TOTAL | | | | | \$ |
| Option Period 2 | | | | | |
| This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to Extend the Term of the Contract. If exercised, this option shall commence immediately after expiration of the Option Period 1. | | | | | |
| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
| 2001 | PROJECT MANAGEMENT IAW paragraphs 5.1 of the PWS. This FFP CLIN includes all labor, materials, and deliverables required for the successful completion of the services detailed in PWS paragraphs 5.1 (inclusive of all of its subparagraphs, excluding 5.1.3). | 12 | MO | NSP | NSP |

| | | | | | |
|------------------------------|--|-----------|-----------|--------------|--------------|
| | <p>The price of CLIN 1001 shall be included in and allocated to CLIN 1002 through CLIN 1003.</p> <p>Period of performance shall be 12 months from commencement of Option Period 1.</p> | | | | |
| 2001AA | <p>Contractor Project Management Plan IAW paragraph 5.1.1 of the PWS.</p> <p>Due 30 days after contract option and updated monthly thereafter.</p> | 12 | EA | NSP | NSP |
| 2001AB | <p>Monthly Progress Report IAW paragraph 5.1.2 of the PWS.</p> <p>Due the fifth day of each month throughout the period of performance.</p> | 12 | EA | NSP | NSP |
| 2002 | <p>COTS LICENSE</p> <p>If proposing a COTS product, Quoters shall quote the price of the 12-month perpetual license to start upon the expiration of option period one.</p> | 1 | LO | \$ | \$ |
| 2003 | <p>WHOLE HEALTH APPLICATION MAINTENANCE IAW paragraph 5.3 of the PWS.</p> <p>This FFP CLIN includes all labor, material, travel, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.3.</p> <p>Period of performance shall be 12 months from commencement of Option Period 2.</p> | 12 | MO | \$ | \$ |
| 2003AA | <p>O&M Plan IAW paragraphs 5.4 of the PWS</p> <p>Due Monthly</p> | 1 | EA | \$NSP | \$NSP |
| 2004 | <p>PERFORMANCE MANAGEMENT PLAN IAW paragraphs 5.4.2 of the PWS</p> <p>Due Monthly</p> | 1 | EA | \$NSP | \$NSP |
| OPTION PERIOD 2 TOTAL | | | | | \$ |

OPTIONAL TASK 1: Additional Sprint Cycles Additional Sprints Cycles for Application Enhancement

This is an optional task, FAR 52.217-7, Option for Increased Quantity – Separately priced Line Item (MAR 1989). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. This optional task can be exercised from time to time, multiple times not to exceed 18 one-month sprints in total. This option may be exercised in the Base Period and/or during Option Periods 1 and 2.

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|--|---|---------------|-------------|-------------------|--------------------|
| 3001 | <p>WHOLE HEATLH MOBILE DEVELOPMENT ENHANCMENTS IAW paragraphs 5.2.1 and 5.2 - 5.3 of the PWS.</p> <p>This FFP CLIN includes all labor, material, and other costs required for the successful completion of the tasks IAW PWS paragraph 5.2 and its subparagraphs.</p> <p>The Contractor shall only invoice upon completion of each one-month sprint and COR acceptance of the sprint certification package and artifacts</p> | NTE 18 | EA | \$ | NTE\$ |
| OPTIONAL TASK 1 TOTAL | | | | | \$ |
| CONTRACT TOTAL (INCLUSIVE OF ALL OPTIONS) | | | | | \$ |

B.5 PERFORMANCE WORK STATEMENT



**PERFORMANCE WORK STATEMENT (PWS)
DEPARTMENT OF VETERANS AFFAIRS
Veterans Health Administration
Office of Patient Centered Care & Cultural Transformation**

Whole Health Mobile Application

**Date: July 3, 2018
TAC-18-50333
PWS Version Number: 1.0**

1.0 BACKGROUND

The Department of Veterans Affairs (VA), Veterans Health Administration (VHA) Office of Patient Centered Care & Cultural Transformation (OPCC&CT) has defined a clear vision and roadmap to proactively empower and equip users in better engaging in and managing their health and well-being known as Whole Health. The Whole Health approach is a reorientation of the user's relationship with VA and combines state-of-the-art conventional medicine with personalized health planning, complementary and integrative health (CIH) approaches, and innovative self-care approaches. Through the Whole Health approach, users have access to health coaches, health and well-being information, education on managing their health and a host of resources that support the user's achievement of their personal health goals. The OPCC&CT has established a Whole Health Pathway where OPCC&CT is training Whole Health Partners to facilitate users through a self-exploration process looking at their own health and well-being, starting with their Personal Health Inventory and finishing with the beginning of their Personal Health Plan (PHP).

OPCC&CT seeks a mobile solution to enable all users (regardless of whether care is received within VA or commercially) to navigate the comprehensive array of currently available VA tools, resources and capabilities that support the Whole Health System. The OPCC&CT is seeking a mobile application (app) that is iOS and Android compatible and accessible via the Internet.

See Attachment 1 for an overview of the Whole Health program and Attachment 2 for additional Whole Health references.

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 Maps at <https://www.va.gov/process/maps.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>

3.0 SCOPE OF WORK

The Contractor shall provide a Whole Health mobile app that is iOS and Android compatible and accessible via the Internet. The scope of work includes Whole Health Mobile app development, implementation and configuration, and maintenance. Maintenance includes such things as bug fixes, operating system updates and new phone layouts (like the iPhone X).

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance (PoP) shall be a 12-month base period to include six months for development, implementation, configuration, deployment and six months for maintenance with two 12-month option periods to provide annual software updates, enhancements and maintenance.

An optional task is included for additional sprint cycles for development of additional functionality or enhancements. This optional task includes six one-month sprint cycles for a total of six months.

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

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

Under current definitions, four are set by date:

| | |
|------------------|-------------|
| New Year's Day | January 1 |
| Independence Day | July 4 |
| Veterans Day | November 11 |
| Christmas Day | December 25 |

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

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

| | |
|-------------------------------|-----------------------------|
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Thanksgiving | Fourth Thursday in November |

4.2 PLACE OF PERFORMANCE

Access to VA facilities will be permitted when required. Tasks under this PWS shall be performed at Contractor facilities. The Contractor shall identify the Contractor's place of performance in their Task Execution Plan submission.

4.3 TRAVEL

The Government anticipates travel under this effort to perform the tasks associated with the effort, as well as to provide management briefings or other consultations as necessary. Include all estimated travel costs in your firm-fixed price line items. These costs will not be directly reimbursed by the Government.

The total estimated number of trips in support of management briefings and other consultations for this effort is as follows:

1. One face to face kickoff meeting
2. One face to face meeting for each sprint

All meetings locations are expected to be in Washington, DC.

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 and updated in accordance with Section B of the contract. The Contractor shall update and maintain the VA PM approved CPMP throughout the period of performance.

Deliverable:

- A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

The Contractor shall provide the COR with Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding period. During the initial development phases through deployment phase, the reports shall be provided weekly. During the maintenance phase, the reports shall be monthly.

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

Deliverable:

- A. Weekly Progress Report
- B. Monthly Progress Reports

5.1.3 TECHNICAL KICKOFF MEETING

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

5.2 AGILE SPRINT DELIVERABLES

The Contractor shall provide cross-functional Contractor Scrum Teams to support the development of the Whole Health Application. Development of the Whole Health Application shall take place in iterative month-long sprints. The Government estimates that each Contractor Scrum Team shall be comprised of five to seven staff. The Contractor may invoice at the end of each sprint upon Government acceptance of the Sprint Certification Package and Artifacts.

1. At the beginning of each monthly sprint, each Contractor Scrum 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 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.
2. The Contractor shall provide Sprint Demonstration that confirms all functionality developed in the sprint is operational. At the Sprint Demonstration, the Contractor Scrum Team shall submit a Sprint Certification Package to the VA PM/COR for review and approval.
3. The Sprint Certification Package shall include a summary of the planned, accomplished, and unaccomplished work for the month-long 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 month-long sprint before beginning a new sprint.
4. The below task contains the basic requirements for the development of the Whole Health Application. Once the Whole Health Application has been delivered by the Contractor, the maintenance phase shall maintain and sustain the Whole Health Application as well as perform app bug fixes, updates and issue mitigation through the period of performance of this contract.

The Contractor shall review, elaborate, and prioritize the project backlog at Attachment 003 Whole Health Application Backlog, during the agile development process in conference with the OPCC&CT SME's. This backlog grooming will occur continuously throughout the build to ensure the customer's highest priorities are being met. The Contractor shall continuously support an iterative build and development methodology to complete all functionality described in the backlog. The Contractor shall continuously maintain the Project Backlog for each build, in every release and throughout the life of the period of performance.

Deliverables:

- A. Sprint Plan
- B. Sprint Certification Package and Artifacts

5.3 WHOLE HEALTH MOBILE APP REQUIREMENTS

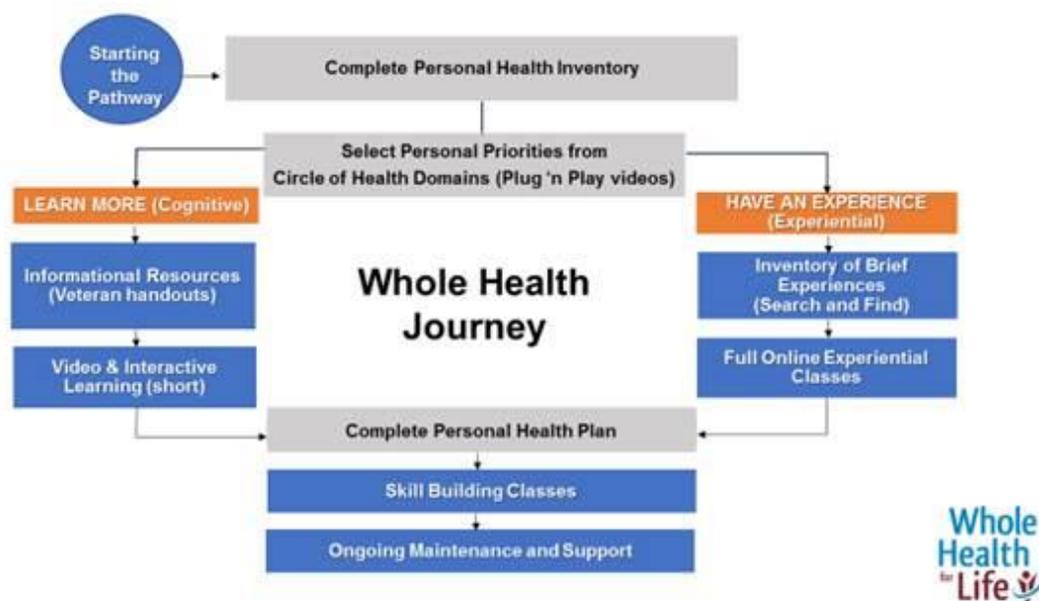
This contract is to provide a mobile application for unlimited users, to enable and support a personalized Whole Health journey. To accomplish this, the resources developed by VA must be readily and easily accessible anytime, anywhere for each user. This contract shall bring together those resources in an easy to navigate app that is mobile and user friendly.

The Contractor shall provide a mobile app with a user-friendly interface to content accessible on mobile devices and desktop devices that will engage users as they navigate through the app and encourage the users to take advantage of and benefit from participation in the Whole Health System. The app shall be designed to guide and actively involve the user in full and complete participation in the Whole Health approach. All of the user-generated information shall be stored locally on the user's device. External content referenced by the app are publicly available outside of VA firewalls.

The Contractor shall define leading / branching questions used to identify the user preferences and interest in the Whole Health Pathways. These questions will guide the users through the app as part of the user experience to create the branching/decision making capability. The Contractor shall provide an algorithm to guide the path through the software based on user preferences and responses to the questions asked. The software shall link to resources, and provide construct for the entry of a smart goal by suggestion options for each field that is not free text, i.e. identify timeframe, free text goal, identify options for measuring etc.

It is expected that the Contractor will include OPCC&CT subject matter experts in all sprint meetings and recurring meetings where appropriate.

The capabilities of the Whole Health Application shall mirror the Whole Health journey as depicted in the diagram below:



The Whole Health Application shall utilize automated process flows that are triggered based upon data provided by the user. The functionality and output of the app shall synthesize information and assist the user in their journey with intelligent, customized recommendations

and guidance. The app shall have the flexibility to adapt to the needs and preferences of the user to create the most personalized experience based on the branching questions. The data from the experience shall be available for printing if the user desires. The user experience shall be engaging, where appropriate to incentivize progression through the Whole Health journey, and provide the necessary capability to proactively engage the user with reminders, prompts, recognition and feedback and adaptive response to user data and input.

It is expected that this app will be stand-alone without the capability to interface with Electronic Health Record (EHR) but will be built in such a way to allow future integration with the EHR (Veterans Health Information Systems and Technology Architecture (VistA)/ Computerized Patient Record System (CPRS)) for data exchange and for data triggers received from CPRS that serve to launch appropriate workflows, prescriptions and pathways for the user. In addition to the EHR, future work will include integration into myHealtheVet providing users a single access point for this resource along with many other resources available through that portal.

In order to be an Approved VA Mobile Application, the Contractor shall comply with steps and requirements identified on the Mobile App Development site:

<https://mobile.va.gov/content/developing-va-apps>. The Whole Health mobile application shall be required to undergo the VA App Compliance Reviews to include: Code Review, Section 508 Compliance Review, VA Branding Compliance Review, Enterprise Security Compliance Review (refer to the Mobile App Development site for the full list of reviews) and shall comply with VA Handbook 6500 and NIST 800-53 requirements for certification and accreditation. A number of services are already available utilizing the VA mobile program's Application Programming Interface (API) gateway. Fast Healthcare Interoperability Resources (FHIR) is a standard for data transmission and subsequent storage.

5.4 MOBILE APP MAINTENANCE

The Contractor shall develop an Operations and Maintenance (O&M) Plan that will detail the planned approach to maintaining the Whole Health Application, how issues, bug fixed and routine upgrades shall be addressed. The updated O&M Plan shall include the Contractor's concepts, methods and resources that shall be utilized to provide the required O&M support for Whole Health Application as described in the tasks below.

The Contractor shall:

- a) Create an O&M Plan.
- b) Perform Whole Health Application O&M activities identified below in accordance with the approved O&M Plan.
- c) Provide a summary of monthly O&M activities from each subtask below and key operating statistics as part of the Monthly Progress Report.

Deliverable:

- A. O&M Plan

5.4.1 APPLICATION ADMINISTRATION

The Contractor shall ensure that Whole Health Application renewals, version upgrades, and Commercial Off-The-Shelf (COTS) patches/upgrades are implemented as required. The Contractor shall renew the maintenance agreements annually on behalf of VA. Additionally, the Contractor shall present version upgrades with an assessment of implementation risk to the COR to determine if upgrade contents are applicable to VA and can be installed without issue. The

Contractor shall estimate the impact of upgrades to customized code to ensure the scope of the upgrade implementation on Whole Health Application is fully defined. The Contractor shall implement version updates upon COR approval.

The Contractor shall provide ongoing application administration support including:

1. Establish Backup Schedules
2. Establish Monitoring Requirements and Parameters
3. Implement Software Upgrades
4. Configure and Install Software patches / version updates, Scripts and Parameter Settings
5. Tune Whole Health Application to resolve application performance issues
6. Monitor Application Logs
7. Application Versioning Retention – the Contractor shall ensure that Whole Health Application versioning is retained, accessible and editable throughout the period of performance of the contract.

5.4.2 PERFORMANCE MANAGEMENT

The Contractor shall provide ongoing performance management support by ensuring that the uptime requirements of the system are met, monitoring services, and proactively responding to projected system demands. The Contractor shall:

1. Develop and maintain Whole Health Application Performance Management Plan
2. Collect system statistics and monitor system availability to ensure Whole Health Application meets availability requirements of 95 percent.
3. Collect Help Desk Metrics – Calls answered, issue or problem resolved and compliance with contract requirements.
4. Isolate performance issues to the application and/or the hosting environment
 - a. Develop and implement availability and performance improvements to meet performance requirements.
 - b. Monitor Application Software Performance
 - c. Monitor Database Server Performance
 - d. Monitor Hardware Performance
 - e. Monitor Hosting Network Performance
 - f. Monitor Operating System Performance

Deliverable:

- A. Performance Management Plan

5.4.3 INCIDENT MANAGEMENT

The Contractor shall coordinate appropriate resources to address incidents (e.g. functional errors, availability/uptime, accessibility and security incidents) and communicate incident related information for situational awareness within twenty-four hours of the incident to the COR and VA PM. The Contractor shall:

1. Document Incident Escalation Procedures
2. Escalate Incidents/Requests
3. Issue Incident Response Messages (IRMM) and/or Activity Not Responding (ANR) Messages for Critical Maintenance
4. Log and Track Incidents/Requests
5. Notify COR of Incident

6. Perform Triage for Incidents/Requests
7. Provide Incident Reporting and Distribution
8. Respond to Incidents/Requests
9. Identify hosting or application changes required to ensure similar incidents will not occur.
10. Implement hosting or application changes upon approval of the COR.

5.4.4 NETWORK ADMINISTRATION

The Contractor shall implement and maintain the communications infrastructure utilized by Whole Health Application. Network administration responsibilities include the hosting environment network and network communications. The Contractor shall:

1. Manage network connectivity.
2. Monitor network and identify issues as they occur.
3. Process updates as required for network changes and connectivity issues.

5.4.5 SECURITY MANAGEMENT

The Contractor shall comply with the security requirements identified on the Mobile Application Development site <https://mobile.va.gov/content/data-security> and <https://wiki.mobilehealth.va.gov/display/OISSWA> where it applies to a stand-alone app described in these requirements.

5.4.6 APPLICATION ADMINISTRATION

The Contractor shall perform the processes related to hardware and operating systems, particularly changes to configuration that are released to the environment. The Contractor shall:

1. Update Application Guides with changes as required
2. Create User Authorizations and Profiles
3. Notify the COR of scheduled system outages/scheduled updates
4. Monitor and maintain system logs
5. Process backups

5.5 ADDITIONAL AGILE SPRINTS (OPTIONAL TASK)

If this Optional Task is exercised by VA, the Contractor shall provide up to 18 one-month sprints for development of functionality in accordance with Section 5.2 Agile Sprint Deliverables and Section 5.3, Whole Health Mobile App Requirements.

5.6 OPTION PERIOD ONE

If Option Period One is exercised by VA, all tasks in the following sections and their sub-sections shall apply: 5.1 Project Management (excluding 5.1.3 Technical Kickoff Meeting) and 5.4 Mobile App Maintenance.

5.7 OPTION PERIOD TWO

If Option Period Two is exercised by VA, all tasks in the following sections and their sub-sections shall apply: 5.1 Project Management (excluding 5.1.3 Technical Kickoff Meeting) and 5.4 Mobile App Maintenance.

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 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>.

6.1.3 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.

6.1.4 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.

6.1.5 PROCESS ASSET 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

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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.3 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.4 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.5 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. 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.
- c. The Contractor should coordinate with the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4. below) when getting fingerprints taken.
 - d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) Optional Form 306
 - 2) Self-Certification of Continuous Service
 - 3) VA Form 0710
 - 4) Completed SIC Fingerprint Request Form
 - e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
 - f. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via e-QIP).
 - g. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
 - h. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed "Contractor Rules of Behavior", and with a valid, operational PIV credential for PIV-only logical access to VA's network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for

- Contractor personnel working under this contract must be maintained in the database of OPM.
- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
 - j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
 - k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

- A. Contractor Staff Roster

6.3 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.

| 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. A Performance Based Service Assessment will be used by the COR in accordance with the QASP to assess Contractor performance.

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. The acquisition of Silver or Gold EPEAT registered products is encouraged over Bronze EPEAT 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.

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|---|-------------|
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 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 |
| 52.227-19 | COMMERCIAL COMPUTER SOFTWARE LICENSE | DEC 2007 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 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, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

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

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

(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).

(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).

(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 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)).

___ (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)).

X (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

X (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, 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).

___ (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 (Sep 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).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (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 Television (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. 13696).

___ (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.

___ (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 (Jun 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.]

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

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

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

___ (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) (E.O. 13658).

___ (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 (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, 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 (1) of FAR clause 52.222-17.

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

(vii) 52.222-26, Equal Opportunity (Sep 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) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

The Government may require the delivery of the numbered lines 3001 identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at any time during the performance of

the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

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

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

(End of Clause)

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

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

(End of Clause)

C.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

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

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

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

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

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

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

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

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

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

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

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

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction

for purposes of this rule, and therefore no additional electronic invoice submission is required.

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

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

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

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT 1 - Program Overview

ATTACHMENT 2 - Listing of Sites and References

ATTACHMENT 3 – Whole Health Application Backlog

ATTACHMENT 4 - VOA Proposal Dashboard Instructions

ATTACHMENT 5 - VOA User Registration

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

(End of Provision)

| <u>FAR</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------------|-----------------------|-------------|
| 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 52.212-3 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.)

(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 (1)(3) through (1)(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.4 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government’s known delivery requirements for data as defined in the clause at 52.227-14, Rights in Data—General. Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

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

Mailing Address:

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

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

(End of Provision)

E.6 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.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

E.8 BASIS FOR AWARD

Comparative evaluation will be performed in accordance with Federal Acquisition Regulation (FAR) 13.106-2(b)(3). The Government will award a contract from this Request for Quote (RFQ) to the responsible Quoter whose quote conforms to the requirements of the RFQ and represents the best overall value to the Government with appropriate consideration given to the following evaluation Factors: Technical and Price. The Technical Factor is significantly more important than the Price Factor. The Government reserves the right to select a response that provides benefit to the Government that exceeds the minimum requirement. The Government is not requesting or accepting alternate quotes. The Government reserves the right to award to a Quoter with other than the lowest price.

All quotes shall be subject to evaluation by a team of Government personnel. The Government intends to make an award selection without clarifications and/or discussions, but may determine after evaluating the quotes submitted that clarifications and/or discussions are necessary and conduct them as appropriate. The quote will be evaluated strictly in accordance with its written content.

The Government will conduct a comparative evaluation of Quoter's responses based upon the following criteria:

1. **TECHNICAL:** The quote will be evaluated to determine the extent to which it clearly demonstrates meeting and/or exceeding the technical elements identified in the submission instructions at E.9(i), inclusive of the written response and the Whole Health Mobile Application Demo.
2. **PRICE:** The Government will evaluate the price by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

E.9 QUOTE SUBMISSION INSTRUCTIONS

The Quote shall be submitted electronically by the date and time indicated in the solicitation via {the Virtual Office of Acquisition (VOA) in the files set forth below by the date and time indicated in the Solicitation. Quotes submitted by any other method will not be considered. The use of hyperlinks or embedded attachments in quotes is prohibited. Accordingly, any information contained within an embedded attachment and/or hyperlink will neither be accessed nor evaluated. File sizes shall not exceed 100MB. The web address for the VOA site is <https://www.voa.va.gov/>. Quoters will be required to be registered users on the VOA website to submit quotes. Once registered, Quoters can click on the Proposal Dashboard link and within that link click on Add Proposal to open up the form to upload files. The Proposal Type drop down field should be changed to 36C10B18Q2839 to reflect the solicitation being proposed against. Please see Section D, Attachment 004 – VOA Proposal Dashboard Instructions and Attachment 005 – VOA User Registration for additional information concerning VOA use and registration. For registration or technical issues concerning proposal submission, contact voahelp@va.gov.

Quoter's responses shall be submitted in accordance with the following instructions:

- 1) All pages are numbered, including attachments,
- 2) All documents are formatted to 8 ½ x 11 paper, and;
- 3) All documents are single-spaced, 12 point Times New Roman font, with a minimum of 1-inch margins;
- 4) The technical response shall be limited to 15 pages. A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the Quote. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with the quote will not be evaluated by the Government. Responses to Price, Solicitation, Quote, and Award Documents and Certifications/Representations will not be included in the page count of the Quote.

Late quotes will not be accepted for evaluation. To avoid submission of late quotes, 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 Quoter's proposal is received by the Government not when an Quoter attempted transmission. Quoters are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

(i) **TECHNICAL:** Quoters shall propose a detailed approach that addresses the following technical elements.

1. The Quoter describe its approach to developing a Whole Health Application that meets the requirements at PWS Tasks 5.2 and 5.3 (including the backlog at Attachment 003). The Quoter shall address the maturity level of the proposed application and its approach to deliver in a timely manner.
2. The Quoter shall demonstrate its expertise and approach to developing and delivering a digital application in the realm of health and wellness that display external content and include video and web content. This includes customizing/modifying an existing digital application to be tailored to a customer's requirements of similar size and scope.
3. The Quoter shall demonstrate its expertise and approach to providing maintenance support for mobile applications of similar size and scope and in accordance with PWS Task 5.4.

In addition to the Quoter's written response, the Quoter shall provide a Whole Health Mobile Application Demo in which it will demonstrate the application that will form the basis for the Whole Health Mobile Application. The Whole Health Mobile Application Demo is intended to demonstrate the Quoters' ability to develop a Whole Health Mobile Application in a timely manner. Whole Health Mobile Application Demo will be conducted virtually. The Government will provide specific instructions regarding the Whole Health Mobile Application Demo including the date/time and meeting dial-in information. The Government is available via Adobe Connect or Lync/Skype as a hosting platform for demonstrations. If the vendor has a platform that has been verified accessible by Government networked computers, that would be acceptable as well.

Quoters will be given 30 minutes to perform their Whole Health Mobile Application Demo. All costs associated with the demonstration shall be borne by the Quoter and will not be reimbursed by the Government. Quoters will not be given an opportunity to correct or revise the Whole Health Mobile Application Demo. There will be no discussions as part Whole Health Mobile Application Demo.

The Whole Health Mobile Application Demo shall address the following areas:

- a. Decision making characteristics of the app;
- b. Ability to utilize external information sources such as video and materials;
- c. Ability to guide user through experience, including results of decisions and ability to follow decision trees.
- d. Ability to create outcomes that can be referenced and restarted later by the user

(ii) PRICE FACTOR: The Quoter shall complete Section B.4, Price Schedule, of the solicitation.

Price Rounding Issue - The Government requires Quoters 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).

All Quoters should propose using an estimated award date of September 30, 2018.

(iv) SOLICITATION, QUOTE, 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 submission shall contain the following:

- (1) Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- (2) Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. The Quoter is hereby advised that any Quoter-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may result in delays of contract award.
- (3) Representation that the Quoter has reviewed Section E.9 of the RFQ, and clause 52.227-15, and completed the appropriate certification in subparagraph (b) concerning the requirements for the delivery of technical data or computer software.”