# PART I - THE SCHEDULE

1. THIS CONTRACT IS A RATED ORDER

RATING

PAGE OF

PAGES

UNDER DPAS (15 CFR 700)

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

SEALED BID (IFB)

NEGOTIATED (RFP)

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

(If other than Item 7)

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

9. Sealed offers in original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in

until

local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hour)

(Date)

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

A. NAME

B. TELEPHONE (NO COLLECT CALLS)

C. E-MAIL ADDRESS

AREA CODE

NUMBER

EXT.

(X)

SEC.

DESCRIPTION

PAGE(S)

(X)

SEC.

DESCRIPTION

PAGE(S)

PART I - THE SCHEDULE

PART II - CONTRACT CLAUSES

A

SOLICITATION/CONTRACT FORM

I

CONTRACT CLAUSES

B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.

C

DESCRIPTION/SPECS./WORK STATEMENT

J

LIST OF ATTACHMENTS

D

PACKAGING AND MARKING

PART IV - REPRESENTATIONS AND INSTRUCTIONS

E

INSPECTION AND ACCEPTANCE

F

DELIVERIES OR PERFORMANCE

G

CONTRACT ADMINISTRATION DATA

L

INSTR., CONDS., AND NOTICES TO OFFERORS

H

SPECIAL CONTRACT REQUIREMENTS

M

EVALUATION FACTORS FOR AWARD

K

REPRESENTATIONS, CERTIFICATIONS AND OTHER

STATEMENTS OF OFFERORS

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date

for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the

schedule.

13. DISCOUNT FOR PROMPT PAYMENT

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

(See Section I, Clause No. 52-232-8)

14. ACKNOWLEDGEMENT OF AMENDMENTS

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

(The offeror acknowledges receipt of amendments to the

SOLICITATION for offerors and related documents

numbered and dated:

DUNS:

DUNS+4:

CODE

FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

15A. NAME AND

ADDRESS OF

OFFEROR

(Type or print)

15B. TELEPHONE NUMBER

17. SIGNATURE

18. OFFER DATE

AREA CODE

NUMBER

EXT.

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM

ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

23. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

(4 copies unless otherwise specified)

10 U.S.C. 2304(a) ( )

41 U.S.C. 253(c) ( )

24. ADMINISTERED BY (If other than Item 7)

25. PAYMENT WILL BE MADE BY

CODE

CODE

PHONE:

FAX:

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

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

(Signature of Contracting Officer)

(REV. 9-97)

10. FOR INFORMATION CALL:

11. TABLE OF CONTENTS

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33

Previous edition is unusable

Prescribed by GSA-FAR (48 CFR) 53.214(c)

SOLICITATION, OFFER AND AWARD

SOLICITATION

OFFER (Must be fully completed by offeror)

AWARD (To be completed by Government)

1

104

N/A

VA118-13-R-0273

X

07-28-2013

Department of Veterans Affairs

Technology Acquisition Center

260 Industrial Way West

Eatontown NJ 07724

12pm EST

07-29-2013

Robert Kately, Contract Specialist

732-578-5503

Robert.Kately@va.gov

See Attached Table of Contents

x

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x

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x

94

x

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Department of Veterans Affairs

Technology Acquisition Center

260 Industrial Way West

Eatontown NJ 07724

Department of Veterans Affairs

Technology Acquisition Center

Financial Services Center

PO Box 149971

Austin TX 78714-8971

# SECTION A - SOLICITATION/CONTRACT FORM

## SF 33 SOLICITATION, OFFER AND AWARD

**SECTION B**

**B.1 CONTRACT TYPE**

The contract type is Time-and-Materials (T&M).

**B.2 PRICE SCHEDULE:**

All price proposals must be submitted in the format provided at Section J, Attachment A.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BASE PERIOD – SIX MONTHS** | | | | | |
| **CLIN** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** |
| **0001** | **Project Management Support in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.**  This is a Time-and-Materials (T&M) CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.1.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 0001AA | **Contractor Project Management Plan (CPMP)** IAW PWS paragraph 5.1.1  Due 30 days after contract award and updated monthly thereafter.  Electronic submission to: VA PM (Program Manager), Contracting Officer’s Representative (COR), and Contracting Officer (CO)  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AB | **Weekly Status Reports** IAW PWS paragraph 5.1.4  Due seven days after the Kickoff meeting and updated weekly thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AC | **Electronic Naming Convention Standardization Document** IAW PWS paragraph 5.1.6  Due 30 days after contract award and updated as required thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AD | **Issue Papers** IAW PWS paragraph 5.1.6  Draft due two days after assignment; final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AE | **Integrated Master Schedule (IMS) for Each Project** IAW PWS paragraph 5.1.8  Due 45 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AF | **IMS for the Interagency Program Office** IAW PWS paragraph 5.1.8  Due 60 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AG | **Work Breakdown Structure for Each Project** IAW PWS paragraph 5.1.8  Due 45 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AH | **Performance Measurement Baseline for Each Project** IAW PWS paragraph 5.1.8  Due 60 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AJ | **IPO-level Risk Management Plan** IAW PWS paragraph 5.1.9  Draft due at Kickoff meeting; final due 10 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AK | **Project-level Risk Management Plans** IAW PWS paragraph 5.1.9  Draft due at Kickoff meeting; final due 10 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AL | **IPO-level Risk Register** IAW PWS paragraph 5.1.9  Due 10 days after Kickoff meeting and updated on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AM | **Project-level Risk Registers** IAW PWS paragraph 5.1.9  Due 10 days after Kickoff meeting and updated on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0001AN | **Risk Analysis Reports** IAW PWS paragraph 5.1.9  Due monthly on the fifth calendar day of each month.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **0002** | **Functional Planning Support IAW PWS paragraph 5.2.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **0003** | **Technical Support IAW PWS paragraph 5.3.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 0003AA | **Documentation Outlining the “As-Is” Architecture of iEHR** IAW PWS paragraph 5.3.1.  Draft due 90 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0003AB | **Transition Plan for Implementation of Updated iEHR Architecture** IAW PWS paragraph 5.3.1.  Draft due 120 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0003AC | **Conceptual and Logical Data Models** IAW PWS paragraph 5.3.2.  Draft due 120 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0003AD | **Development and Solutions Summary** IAW PWS paragraph 5.3.3.  Due monthly as part of the CPMP.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0003AE | **IPO Configuration Management Plan** IAW PWS paragraph 5.3.3.  Draft due 45 days after contract award. Final due 15 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0003AF | **Change Management Plan** IAW PWS paragraph 5.3.4.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0003AG | **Master Test Plan** IAW PWS paragraph 5.3.5.  Due 15 days after assignment.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0003AH | **Defect Tracking Management Log** IAW PWS paragraph 5.3.5.  Due five days after start of testing for a project and updated weekly thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **0004** | **Executive Support and Strategic Communications IAW PWS paragraph 5.4.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.4.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 0004AA | **IPO Program Communications Plan** IAW PWS paragraph 5.4.1.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0004AB | **IPO Organizational Communications Plan** **Template** IAW PWS paragraph 5.4.2.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0004AC | **IPO Organizational Communications Plans** IAW PWS paragraph 5.4.2.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0004AD | **User Guides** IAW PWS paragraph 5.4.6.  Draft due 15 days after assignment. Final due 30 days after assignment.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0004AE | **Lesson Plans** IAW PWS paragraph 5.4.6.  Due day of kickoff meeting for all on boarded personnel and 30 days prior to installation of additional (new) VS equipment  Electronic submission to: VA PM, COR, CO  Inspection: destination  Acceptance: destination | 1 | LO | $NSP | $NSP |
| **0005** | **Executive Secretary Support IAW PWS paragraph 5.5.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.5.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **0006** | **Strategic Planning and Technical Liaison Support IAW PWS paragraph 5.6.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.6.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 0006AA | **Strategy Issue Papers** IAW PWS paragraph 5.6.  Draft due one day after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0006AB | **Product Business Cases** IAW PWS paragraph 5.6.  Draft due three days after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 0006AC | **Product Lifecycle Cost Estimates** IAW PWS paragraph 5.6.  Draft due three days after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **0007** | **Contract and Acquisition Support IAW PWS paragraph 5.7.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.7.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **0008** | **Budget and Financial Management Support IAW PWS paragraph 5.8.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.8.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **0009** | **Travel in accordance with PWS Paragraph 4.3.**  Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates in accordance with the Federal Travel Regulation. The Contractor’s fixed handling rate, as set forth herein, may be applied to the billable travel cost. Profit shall not be applied. Travel shall be approved by the COR in advance and in writing. The fixed handling rate on travel is \_\_\_\_\_\_\_%. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **0010** | **Other Direct Costs**  The Contractor’s fixed handling rate, as set forth herein, may be applied to the billable Other Direct Costs. Profit shall not be applied. The fixed handling rate on Other Direct Costs is \_\_\_\_\_\_\_%. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
|  |  | **Total Base Period Amount** | | | **$** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OPTION PERIOD ONE – 12 MONTHS** | | | | | |
| **CLIN** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** |
| **1001** | **Project Management Support in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.**  This is a Time-and-Materials (T&M) CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.1.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 1001AA | **Contractor Project Management Plan (CPMP)** IAW PWS paragraph 5.1.1  Due 30 days after contract award and updated monthly thereafter.  Electronic submission to: VA PM (Program Manager), Contracting Officer’s Representative (COR), and Contracting Officer (CO)  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AB | **Weekly Status Reports** IAW PWS paragraph 5.1.4  Due seven days after the Kickoff meeting and updated weekly thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AC | **Electronic Naming Convention Standardization Document** IAW PWS paragraph 5.1.6  Due 30 days after contract award and updated as required thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AD | **Issue Papers** IAW PWS paragraph 5.1.6  Draft due two days after assignment; final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AE | **Integrated Master Schedule (IMS) for Each Project** IAW PWS paragraph 5.1.8  Due 45 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AF | **IMS for the Interagency Program Office** IAW PWS paragraph 5.1.8  Due 60 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AG | **Work Breakdown Structure for Each Project** IAW PWS paragraph 5.1.8  Due 45 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AH | **Performance Measurement Baseline for Each Project** IAW PWS paragraph 5.1.8  Due 60 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AJ | **IPO-level Risk Management Plan** IAW PWS paragraph 5.1.9  Draft due at Kickoff meeting; final due 10 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AK | **Project-level Risk Management Plans** IAW PWS paragraph 5.1.9  Draft due at Kickoff meeting; final due 10 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AL | **IPO-level Risk Register** IAW PWS paragraph 5.1.9  Due 10 days after Kickoff meeting and updated on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AM | **Project-level Risk Registers** IAW PWS paragraph 5.1.9  Due 10 days after Kickoff meeting and updated on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1001AN | **Risk Analysis Reports** IAW PWS paragraph 5.1.9  Due monthly on the fifth calendar day of each month.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **1002** | **Functional Planning Support IAW PWS paragraph 5.2.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **1003** | **Technical Support IAW PWS paragraph 5.3.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 1003AA | **Documentation Outlining the “As-Is” Architecture of iEHR** IAW PWS paragraph 5.3.1.  Draft due 90 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1003AB | **Transition Plan for Implementation of Updated iEHR Architecture** IAW PWS paragraph 5.3.1.  Draft due 120 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1003AC | **Conceptual and Logical Data Models** IAW PWS paragraph 5.3.2.  Draft due 120 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1003AD | **Development and Solutions Summary** IAW PWS paragraph 5.3.3.  Due monthly as part of the CPMP.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1003AE | **IPO Configuration Management Plan** IAW PWS paragraph 5.3.3.  Draft due 45 days after contract award. Final due 15 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1003AF | **Change Management Plan** IAW PWS paragraph 5.3.4.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1003AG | **Master Test Plan** IAW PWS paragraph 5.3.5.  Due 15 days after assignment.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1003AH | **Defect Tracking Management Log** IAW PWS paragraph 5.3.5.  Due five days after start of testing for a project and updated weekly thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **1004** | **Executive Support and Strategic Communications IAW PWS paragraph 5.4.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.4.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 1004AA | **IPO Program Communications Plan** IAW PWS paragraph 5.4.1.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1004AB | **IPO Organizational Communications Plan** **Template** IAW PWS paragraph 5.4.2.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1004AC | **IPO Organizational Communications Plans** IAW PWS paragraph 5.4.2.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1004AD | **User Guides** IAW PWS paragraph 5.4.6.  Draft due 15 days after assignment. Final due 30 days after assignment.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1004AE | **Lesson Plans** IAW PWS paragraph 5.4.6.  Due day of kickoff meeting for all on boarded personnel and 30 days prior to installation of additional (new) VS equipment  Electronic submission to: VA PM, COR, CO  Inspection: destination  Acceptance: destination | 1 | LO | $NSP | $NSP |
| **1005** | **Executive Secretary Support IAW PWS paragraph 5.5.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.5.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **1006** | **Strategic Planning and Technical Liaison Support IAW PWS paragraph 5.6.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.6.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 1006AA | **Strategy Issue Papers** IAW PWS paragraph 5.6.  Draft due one day after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1006AB | **Product Business Cases** IAW PWS paragraph 5.6.  Draft due three days after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 1006AC | **Product Lifecycle Cost Estimates** IAW PWS paragraph 5.6.  Draft due three days after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **1007** | **Contract and Acquisition Support IAW PWS paragraph 5.7.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.7.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **1008** | **Budget and Financial Management Support IAW PWS paragraph 5.8.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.8.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **1009** | **Travel in accordance with PWS Paragraph 4.3.**  Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates in accordance with the Federal Travel Regulation. The Contractor’s fixed handling rate, as set forth herein, may be applied to the billable travel cost. Profit shall not be applied. Travel shall be approved by the COR in advance and in writing. The fixed handling rate on travel is \_\_\_\_\_\_\_%. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **1010** | **Other Direct Costs**  The Contractor’s fixed handling rate, as set forth herein, may be applied to the billable Other Direct Costs. Profit shall not be applied. The fixed handling rate on Other Direct Costs is \_\_\_\_\_\_\_%. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
|  |  | **Total Base Period Amount** | | | **$** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OPTION PERIOD TWO – 12 MONTHS** | | | | | |
| **CLIN** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** |
| **2001** | **Project Management Support in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1.**  This is a Time-and-Materials (T&M) CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.1.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 2001AA | **Contractor Project Management Plan (CPMP)** IAW PWS paragraph 5.1.1  Due 30 days after contract award and updated monthly thereafter.  Electronic submission to: VA PM (Program Manager), Contracting Officer’s Representative (COR), and Contracting Officer (CO)  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AB | **Weekly Status Reports** IAW PWS paragraph 5.1.4  Due seven days after the Kickoff meeting and updated weekly thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AC | **Electronic Naming Convention Standardization Document** IAW PWS paragraph 5.1.6  Due 30 days after contract award and updated as required thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AD | **Issue Papers** IAW PWS paragraph 5.1.6  Draft due two days after assignment; final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AE | **Integrated Master Schedule (IMS) for Each Project** IAW PWS paragraph 5.1.8  Due 45 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AF | **IMS for the Interagency Program Office** IAW PWS paragraph 5.1.8  Due 60 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AG | **Work Breakdown Structure for Each Project** IAW PWS paragraph 5.1.8  Due 45 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AH | **Performance Measurement Baseline for Each Project** IAW PWS paragraph 5.1.8  Due 60 days after contract award with updates due on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AJ | **IPO-level Risk Management Plan** IAW PWS paragraph 5.1.9  Draft due at Kickoff meeting; final due 10 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AK | **Project-level Risk Management Plans** IAW PWS paragraph 5.1.9  Draft due at Kickoff meeting; final due 10 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AL | **IPO-level Risk Register** IAW PWS paragraph 5.1.9  Due 10 days after Kickoff meeting and updated on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AM | **Project-level Risk Registers** IAW PWS paragraph 5.1.9  Due 10 days after Kickoff meeting and updated on the fifth calendar day of each month thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2001AN | **Risk Analysis Reports** IAW PWS paragraph 5.1.9  Due monthly on the fifth calendar day of each month.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **2002** | **Functional Planning Support IAW PWS paragraph 5.2.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.2.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **2003** | **Technical Support IAW PWS paragraph 5.3.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.3.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 2003AA | **Documentation Outlining the “As-Is” Architecture of iEHR** IAW PWS paragraph 5.3.1.  Draft due 90 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2003AB | **Transition Plan for Implementation of Updated iEHR Architecture** IAW PWS paragraph 5.3.1.  Draft due 120 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2003AC | **Conceptual and Logical Data Models** IAW PWS paragraph 5.3.2.  Draft due 120 days after contract award. Final due 10 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2003AD | **Development and Solutions Summary** IAW PWS paragraph 5.3.3.  Due monthly as part of the CPMP.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2003AE | **IPO Configuration Management Plan** IAW PWS paragraph 5.3.3.  Draft due 45 days after contract award. Final due 15 days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2003AF | **Change Management Plan** IAW PWS paragraph 5.3.4.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2003AG | **Master Test Plan** IAW PWS paragraph 5.3.5.  Due 15 days after assignment.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2003AH | **Defect Tracking Management Log** IAW PWS paragraph 5.3.5.  Due five days after start of testing for a project and updated weekly thereafter.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **2004** | **Executive Support and Strategic Communications IAW PWS paragraph 5.4.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.4.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 2004AA | **IPO Program Communications Plan** IAW PWS paragraph 5.4.1.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2004AB | **IPO Organizational Communications Plan** **Template** IAW PWS paragraph 5.4.2.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2004AC | **IPO Organizational Communications Plans** IAW PWS paragraph 5.4.2.  Draft due 10 days after Kickoff meeting. Final due 30 days after Kickoff meeting.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2004AD | **User Guides** IAW PWS paragraph 5.4.6.  Draft due 15 days after assignment. Final due 30 days after assignment.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2004AE | **Lesson Plans** IAW PWS paragraph 5.4.6.  Due day of kickoff meeting for all on boarded personnel and 30 days prior to installation of additional (new) VS equipment  Electronic submission to: VA PM, COR, CO  Inspection: destination  Acceptance: destination | 1 | LO | $NSP | $NSP |
| **2005** | **Executive Secretary Support IAW PWS paragraph 5.5.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.5.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **2006** | **Strategic Planning and Technical Liaison Support IAW PWS paragraph 5.6.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.6.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| 2006AA | **Strategy Issue Papers** IAW PWS paragraph 5.6.  Draft due one day after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2006AB | **Product Business Cases** IAW PWS paragraph 5.6.  Draft due three days after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| 2006AC | **Product Lifecycle Cost Estimates** IAW PWS paragraph 5.6.  Draft due three days after assignment. Final due two days after receipt of Government feedback.  Electronic submission to: VA PM, COR, CO  Inspection: Destination  Acceptance: Destination | 1 | LO | $NSP | $NSP |
| **2007** | **Contract and Acquisition Support IAW PWS paragraph 5.7.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.7.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **2008** | **Budget and Financial Management Support IAW PWS paragraph 5.8.**  This is a T&M CLIN and includes all labor and deliverables required for the successful completion of the tasks associated with PWS paragraph 5.8.  All labor rates shall be in accordance with Attachment A – Pricing Spreadsheet. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **2009** | **Travel in accordance with PWS Paragraph 4.3.**  Travel may be required during performance of the contract and shall not exceed the budget estimate set forth herein. All travel shall be billed and reimbursed at Government rates in accordance with the Federal Travel Regulation. The Contractor’s fixed handling rate, as set forth herein, may be applied to the billable travel cost. Profit shall not be applied. Travel shall be approved by the COR in advance and in writing. The fixed handling rate on travel is \_\_\_\_\_\_\_%. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
| **2010** | **Other Direct Costs**  The Contractor’s fixed handling rate, as set forth herein, may be applied to the billable Other Direct Costs. Profit shall not be applied. The fixed handling rate on Other Direct Costs is \_\_\_\_\_\_\_%. | **1** | **LO** | **NTE**  **$** | **NTE**  **$** |
|  |  | **Total Base Period Amount** | | | **$** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Contract Grand Total** | **$** |

**SECTION C**

# BACKGROUND

The Department of Defense (DoD) and the Department of Veterans Affairs (VA) operate two of the nation’s largest health care systems, providing health care to Service Members and Veterans at estimated annual costs of about $49 billion and $48 billion, respectively. Both departments rely on electronic health record (EHR) systems to create, maintain, and manage patient health information (PHI).

DoD’s health care operation supports Service Members at 101 Military Treatment Facilities, as well as clinics, and other facilities around the world. To provide access to patient information, DoD uses multiple legacy health systems, including its outpatient system — the Armed Forces Health Longitudinal Technology Application.

The VA Veterans Health Administration (VHA) has over 1,500 facilities (e.g., hospitals and clinics) throughout the United States. VA has one integrated medical information system, the Veterans Health Information Systems and Technology Architecture (VistA).

In 2008, the Government documented that there was a 97% commonality of EHR requirements between both Departments, while only 3% were documented as Department specific. As a result, VA and DoD started to examine the possibility of jointly developing an integrated EHR.

Section 1635 of the National Defense Authorization Act for Fiscal Year 2008 mandated the establishment of the DoD/VA Interagency Program Office (IPO) in April 2008. The IPO acts as the single point of accountability for the development and implementation of EHR systems and capabilities, providing oversight and management of the delivery of EHR interoperability goals and objectives. The IPO strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing health care to 18 million Service Members, beneficiaries, and Veterans at the point-of-care and throughout all points in the continuum of health care in an effective, timely, and compassionate manner. The DoD and VA depend on the Information Management/Information Technology (IM/IT) systems developed by the IPO to meet their Department-level mission goals.

On February 12, 2011, the Deputy Secretary of Veteran Affairs, the Deputy Secretary of Defense, and the Vice Chairman of the Joint Chief of Staff agreed to a proposed approach for a joint VA/DoD integrated electronic health record (iEHR). The approach was put forth by the joint VA/DoD Senior Coordinating Group and was based on progress made by six joint working teams.

On March 17, 2011, the Secretary of Veteran Affairs (SECVA) and the Secretary of Defense agreed in principle to build the joint iEHR together, thereby establishing the basis for joint development activity.  Combined DoD/VA iEHR development is anticipated to:

1. Leverage anticipated cost savings building the common health services framework together;
2. Facilitate Virtual Lifetime Electronic Record (VLER) information exchange by building a common medical record with a single medical data system;
3. Drive national standards by developing common open standards health services framework;
4. Grow an open source medical record development community by releasing our common Service-Oriented Architecture health services framework and standards in to the open source environment;
5. Create increased opportunities and support for operational programmatic collaboration, such as combined federal health care centers.

On October 27, 2011, the DoD and VA signed an IPO Charter that stated that the IPO will serve as the single point of accountability for the Departments in the development and implementation of the iEHR and report to the IPO Advisory Board. The roles and responsibilities of the IPO are:

1. To lead, oversee, and manage all interagency planning, programming and budgeting, contracting, architecture, capability acquisition and development, data strategy and management, testing and evaluation planning, infrastructure requirements and funding, common services, implementation, and sustainment related to and including iEHR and VLER Health;
2. To serve as the integrated Program Executive Office for iEHR capabilities and systems and provide direct oversight of all related EHR and VLER Health legacy systems modernization, including open source investments in the DoD and VA. The Departments will retain primary focus on sustainment and transition activities;
3. To accelerate the exchange of health care information, as well as, full interoperability of data for health and benefits between the Departments to support the delivery of health care and benefits;
4. To lead and direct initiatives identified by the IPO Advisory Board or Department Secretaries/Deputies and coordinate with the Health Executive Council (HEC) and Benefits Executive Council on requirements and business process reengineering. These initiatives include, but are not limited to, all iEHR capabilities, current and future joint health IT implementations (such as the James A. Lovell Federal Health Care Center in North Chicago, IL), and VLER Health;
5. To facilitate the development of and maintain the iEHR Enterprise architecture in conjunction with the efforts of the HEC and its sub-organizations to evolve the current presumptive Departmental EHR architectures into the target iEHR architecture;
6. To establish implementation plans for iEHR solutions based on compliance with the iEHR enterprise architecture in coordination with recommendations and analysis provided by the HEC and its sub-organizations;

The IPO organization is structured with four Divisions which include the Integrated Electronic Health Record Division; Clinical Informatics and Requirements Division (CIRD); Business Operations Division; and the VLER Division.

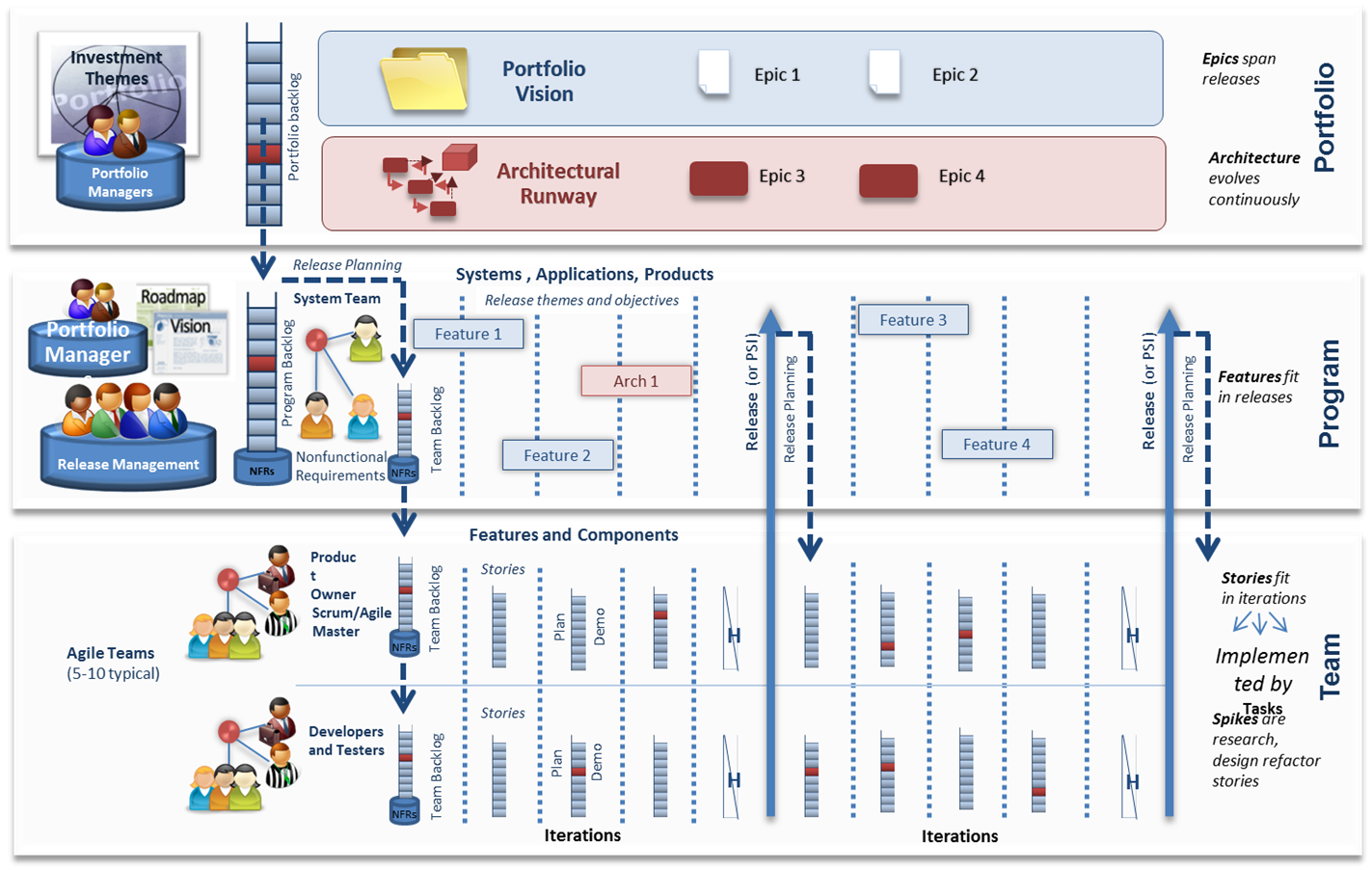
The operational framework consists of ten organizational branches to deliver iEHR product capabilities through chartered iEHR projects that will be executed to provide incremental and expanding iEHR functionality throughout the program life-cycle. The current iEHR product branches are:

1. User Experience and System Integration
2. Systems Capabilities (e.g. – Immunology, LAB, and others)
3. Infrastructure and Core Services
4. Data Management
5. Special Projects (North Chicago)
6. Hospital Administration
7. Business Operations (Budget and Acquisitions)
8. IPO Executive Support Services
9. Program Management Leadership support

The IPO anticipates delivering Hospital Administration product capabilities in late fiscal year 2013 and is currently in the planning stages to accommodate this additional branch within the IPO.

On February 5, 2013, the SECVA announced that VA had committed to utilizing the VistA technology as its “core” for iEHR. VistA was chosen as VA’s “core” technology to help reduce costs, minimize risks, and to allow the VA to continue utilizing and improving the VistA technology, which is considered to be one of the best EHR systems available today. This decision was made by both the Secretaries of the VA and DoD in February 2013 to pursue a more independent but still integrated approach to seek common iEHR solutions. This Secretarial level decision necessitates that VA execute its own independent program management support contract that works in a cooperative fashion with DoD only where there are joint activities.

The IPO and its Program Offices will pursue an incremental acquisition strategy characterized by a “Gated Agile Approach.” ‘Agile’ allows teams to find and fix issues early and often in the development cycle and provide working prototypes to the functional representatives early for feedback on design and usability, earlier than in the standard development life cycle. This framework involves iterative planning, testing, and integration throughout the development lifecycle which, in turn, provides many opportunities for users’ involvement to ensure a usable and deployable product. To be successful, this construct requires more involvement from the functional community during the capability development and testing process than under more traditional models. This provides an opportunity for the engineers, architects, and developers to facilitate the creation of Subject Matter Expert (SME) centric user stories and allows SMEs and other stakeholders to inject knowledge of defects and provide clarification throughout the process. The following picture depicts the “Gated Agile Approach.” The Government also plans to blend Agile methodologies with the use of open source software and consider Open Source Electronic Health Record Agent (OSEHRA) compliant software whenever possible.



# APPLICABLE DOCUMENTS

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

1. 44 U.S.C. § 3541, “Federal Information Security Management Act (FISMA) of 2002”
2. Federal Information Processing Standards (FIPS) Publication 140-2, “Security Requirements For Cryptographic Modules”
3. FIPS Pub 201, “Personal Identity Verification of Federal Employees and Contractors,” March 2006
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Software Engineering Institute, Software Acquisition Capability Maturity Modeling (SA CMM) Level 2 procedures and processes
6. 5 U.S.C. § 552a, as amended, “The Privacy Act of 1974”
7. **42 U.S.C. § 2000d “**Title VI of the Civil Rights Act of 1964”
8. Department of Veterans Affairs (VA) Directive 0710, “Personnel Suitability and Security Program,” May 18, 2007
9. VA Directive 6102, “Internet/Intranet Services,” July 15, 2008
10. 36 C.F.R. Part 1194 “Electronic and Information Technology Accessibility Standards,” July 1, 2003
11. Office of Management &Budget (OMB) Circular A-130, “Management of Federal Information Resources,” November 28, 2000
12. 32 C.F.R. Part 199, “Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)”
13. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
14. 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
15. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
16. VA Directive 6500, “Managing Information Security Risk: VA Information Security Program,” September 20, , 2012
17. VA Handbook 6500, “Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program,” September 20, 2012
18. VA Handbook 6500.1, “Electronic Media Sanitization,” March 22, 2010
19. VA Handbook 6500.2, “Management of Data Breaches Involving Sensitive Personal Information (SPI)”, January 6, 2012
20. VA Handbook 6500.3, “Certification and Accreditation of VA Information Systems,” November 24, 2008
21. VA Handbook, 6500.5, “Incorporating Security and Privacy in System Development Lifecycle” March 22, 2010
22. VA Handbook 6500.6, “Contract Security,” March 12, 2010
23. Project Management Accountability System (PMAS) portal (reference PWS References -Technical Library at <https://www.voa.va.gov/>)
24. Office of Information & Technology (OIT) ProPath Process Methodology (reference PWS References -Technical Library and ProPath Library links at <https://www.voa.va.gov/>) NOTE: In the event of a conflict, OIT ProPath takes precedence over other processes or methodologies.
25. Technical Reference Model (TRM) (reference at <https://www.voa.va.gov/>)
26. National Institute Standards and Technology (NIST) Special Publications

VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008

VA Directive 6300, Records and Information Management, February 26, 2009

VA Handbook, 6300.1, Records Management Procedures, March 24, 2010

OMB Memorandum, “Transition to IPv6”, September 28, 2010

VA Directive 6071, VA Project Management Accountability System, February 20, 2013

VA Project Management Accountability System Guide 4.0, November 7, 2012

# SCOPE OF WORK

The Contractor shall provide program, financial, and acquisition support to the Interagency Program Office (IPO) to include the IPO divisions: Electronic Health Records, Technical, Clinical Informatics and Requirements (CIRD), and Business Operations; and the Executive Secretary Office

The IPO is functionally divided into ten branches, and the Contractor shall provide project and program level support to the following operational branches within the IPO:

1. User Experience and System Integration
2. System Capability (e.g. – Immunology, LAB, and others)
3. Infrastructure and Core Services
4. Data Management
5. Hospital Administration
6. Special Projects (North Chicago)
7. Program Management Leadership
8. Business Operations (Budget, Acquisitions and PMAS)
9. Executive Support Services
10. VLER Health Branch

# PERFORMANCE DETAILS

## 

## PERFORMANCE PERIOD

The period of performance (PoP) shall be a six month base period, and two 12-month option periods which will commence immediately after the base period, if exercised by the Government.

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 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

## 

## PLACE OF PERFORMANCE

Tasks under this PWS shall be performed at both Government and Contractor facilities and work may be performed at remote locations with prior approval of the Contracting Officer’s Representative (COR).

It is anticipated that the majority of Executive Support and Administrative Support Staff be located at either of the following government IPO locations:

* 1700 N. Moore St. Rosslyn, VA 22209
* 1501 Wilson Blvd, Rosslyn, VA 22209

It is anticipated that the majority of all other efforts under this PWS shall be performed at Contractor facilities.

## TRAVEL

The Government anticipates travel under this effort to perform the tasks associated with the effort, as well as to attend program-related meetings or conferences through the PoP.  Local travel within a 50-mile radius from the Contractor’s facility is considered the cost of doing business and will not be reimbursed.

The total estimated number of trips in support of the program related meetings for this effort is 27 trips for the base period, and each of the option periods. Based on iEHR programmatic requirements, anticipated travel locations may include the following places with each trip estimated to be no more than five days in duration:

1. Washington, DC (includes the general metro and outlying areas in the National Capital Region )
2. Bay Pines, FL (includes the general Tampa/St. Petersburg Metro area)
3. Salt Lake City, UT
4. Hampton Roads, VA
5. San Antonio, TX
6. Richmond, VA
7. Maui, HI
8. Office of Information Field Office (such as Dallas, Albany, Oakland, Chicago)
9. Technology Acquisition Center (TAC), Eatontown, NJ
10. Any DoD and/or VA medical facility within the continental U.S.
11. Other contractor facilities
12. Other locations as approved by the COR

## KEY PERSONNEL

Specific expertise and experience in program management, strategy, and several technical domain areas is essential for accomplishing the tasks outlined in this PWS. The Contractor agrees that the key personnel shall not be removed from the contract effort, replaced or added to the contract without a compelling reason and without written notification to the Government.

If any change to the key personnel position becomes necessary (substitutions or additions), the Contractor shall immediately notify the Contracting Officer in writing, accompanied by the resume of the proposed replacement personnel who shall be of at least substantially equal ability and qualifications as the individuals currently approved for that category.  It is expected that substitution or replacement of the key personnel will not occur within the first 90 days after date of contract award. Key personnel are:

Program Manager

Strategic Planner

IT Subject Matter Expert

Business Subject Matter Specialist

Technical Subject Matter Specialist

Software Architect

Project Engineer

Consultant

# SPECIFIC TASKS AND DELIVERABLES

The Contractor shall provide the necessary resources and expertise to execute the following task areas:

## PROGRAM MANAGEMENT SUPPORT

### 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 monthly thereafter. The Contractor shall update and maintain the VA Program Manager (PM) approved CPMP throughout the PoP.

**Deliverable:**

1. CPMP

### PROGRAM KICK-OFF MEETING

The Contractor shall conduct a Technical Kick-Off Meeting within ten calendar days after contract award. The technical kick-off meeting shall occur in conjunction with the post award conference. The Contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and projected staffing schedule for this effort. The Contractor shall provide an agenda at least five (5) calendar days prior to the meeting, and document meeting minutes within three (3) calendar days after the meeting. The Contractor shall invite the Contracting Officer (CO), COR, and identified IPO staff.

### PROGRAM MANAGEMENT REVIEW

The Contractor shall conduct monthly Program Management Reviews (PMRs) detailing the previous month’s achievements and progress on emerging and existing activities, identified risk and recommendations to mitigate risk, staffing plans and forecasts, as well as financial analysis of contract expenditures including variance analysis compared to baseline and forecasted plans. The Contractor shall draft PMR slides and other management overviews related to IPO project status. The PMR shall also include a reconciliation of project status report between Project Management Accountability Tool (PMAT), Program Management Accountability System (PMAS), Budget Tracking Tool (BTT) and other DoD and VA tools reflecting IPO project status in an Excel spreadsheet format.

The Contractor shall deliver PMR briefing slides two (2) days prior to the scheduled Monthly PMR.

### CONTRACTOR WEEKLY STATUS REPORT

The Contractor shall provide a weekly status report, detailing tasks/deliverables completed during the reporting time frame, tasks/deliverables in progress during the reporting time frame, tasks/deliverables due in the next reporting time frame, program risks/issues that are ongoing or have been resolved during the reporting time frame, staffing and clearance status, a summary of all implementation activity, and a summary of all change management activity during the reporting time frame. Report shall also include weekly overview of PMAS Projects to include upcoming deadlines/deliverables, review schedules, needed documentation, resource needs, funding status, contract support concerns, interagency issues, etc.

The first report will be due seven calendar days after the kickoff meeting.

**Deliverable:**

1. Weekly Status Report

### MEETING PLANNING AND FACILITATION

The Contractor shall assist the IPO leadership and assigned project teams in planning, scheduling, and coordinating approximately 15 meetings per week. This administrative support shall include coordination with proposed meeting participants to compare calendars and identify mutually acceptable meeting dates and times; sending invitations to participants using Microsoft Outlook, LiveMeeting, the VA’s teleconferencing system and/or compatible automated tools/products; and reserving meeting/conference facilities and required equipment. The Contractor shall ensure that meeting participants are notified of meetings, shall follow-up with participants if response is not received, and shall assist participants with meeting access tools. The Contractor shall notify attendees of last minute meeting changes with emails and/or phone calls.

The Contractor shall provide administrative support to coordinate Quarterly Review Meetings to review the overall IPO activities, Monthly Project Review Meetings for assigned projects, andother miscellaneous meetings. The Contractor shall notify participants of the scheduled date and location.

The Contractor shall attend (both virtually and face-to-face) scheduled meetings with the PMO and Integrated Project Team (IPT) stakeholders to perform facilitation activities.

1. **Agendas**: For each assigned meeting, the Contractor shall coordinate with leadership to gather background information and create meeting agendas and attendee lists. Agendas will be provided to meeting attendees at least two business days prior to the meeting.
2. **Minutes**: The Contractor shall document the proceedings of each meeting, capturing key discussion points, decisions and agreements, and action items. Meeting minutes, including action items, shall be delivered to the chair(s) before the start of the next meeting. Submission must include sufficient copies for each meeting participant, if requested in hard copy.
3. **Action Items**: Action Items shall be maintained for each assigned project within the agenda and minutes for each meeting. Action Items shall be assigned a unique tracking number, shall identify the date it was assigned, who it is assigned to (by name and organizational affiliation), due date, and status.
4. **Schedule Input**: As necessary and based on the outcome of assigned meetings, the Contractor shall provide input to the IPO Integrated Master Schedule (IMS), which lists detailed tasks and sub‑tasks required for accomplishing the work, including task duration, milestone dates, task dependencies, resource requirements, and planned dates for initial and final deliverables.
5. **Follow-up**: The Contractor shall coordinate with the appropriate meeting representatives to follow up on action items resulting from meetings. This shall include updating the Action Items for each meeting and making updates available to all meeting attendees. The Contractor shall ensure that updated action items are delivered both with the minutes and prior to follow-up meetings (in agendas).

### TECHNICAL WRITING

The Contractor shall provide the following technical writing services to the IPO leadership and to the assigned project teams.

1. Devise, promulgate and apply a file naming convention for IPO electronic documents, following COR approval. This naming convention shall consider document names, author names, version/revision number, date format, etc.
2. Ensure that all program and project documents:
3. Communicate the intended message
4. Are free of typographical errors, spelling errors, grammatical errors and errors of logic
5. Reflect a logical organizational structure
6. Contain paragraph, page, section, and chapter numbers, as appropriate to allow reviewers to accurately identify and cite specific text in written documents
7. Contain tables of contents and indexes, as appropriate to the size and complexity of the document
8. Utilize PMAS and/or ProPath templates, where applicable
9. Avoid excessive printing costs of large files. Large files should be stored in a secure location that is retrievable by the PMO and project teams via secure access controls that meet with appropriate federal and VA guidelines.
10. Coordinate with technical and management teams to identify needs for creation, editing, reviewing, and promulgating both formal and informal program and project documents.
11. Review and edit existing documents, to prepare for final delivery, publication, or dissemination in accordance with the standards outlined in item B above. The Contractor shall provide detailed technical editing in redline form to allow original authors the option to accept/reject the recommended changes.
12. Coordinate document review meetings to coordinate the review and input of multiple reviewers/ The Contractor shall maintain an official set of notes (electronic or hard copy) at these meetings and shall deliver a final, compiled, updated document to meeting attendees.
13. Provide technical writing support to IPO Front Office and Business Operations
14. Draft routine and specialized correspondence, presentations, IT/budget/financial technical and administrative process and procedural documents

The Contractor shall draft monthly issue papers that address financial, operational or logistical issues and on a weekly basis provide technical reviews and editing on policy, operations and financial issues. The Government anticipates the reviews and technical edits shall include IPO standard operating procedures, policies and regulations. Contractor shall provide weekly record keeping and knowledge management support for to IPO to include updating and organizing SharePoint and other collaborative systems.

**Deliverables**:

1. Electronic Naming Convention Standardization Document
2. Issue Papers

### DOCUMENTATION SUPPORT

The Contractor shall provide support services to develop, implement and execute IPO programmatic documents, as well as project documents.

The Contractor shall assist with the development of program plans, processes and artifacts to achieve mission success. Programmatic documents may be required with a large system acquisition, usually one with large IT elements. Documentation support shall be done per ProPath templates, and could include PMAS milestone packages and alternative analyses.

For the various assigned IPO project teams, the Contractor shall provide the following:

1. **Project Document Repository.** The Contractor shall maintain a SharePoint repository within VA for all official program documentation, allowing audit trails and easy, logical retrieval, on demand. The Contractor shall maintain a listing of all items stored within the repository, sortable by key fields, including, but not limited to: title, date, author, and project.
2. **Project Document Development.** In accordance with ProPath, the Contractor shall coordinate with respective VA Project Managers (PjMs) and staff, and other teammates and contractors, to generate, review, and staff various project documents., Specifically, the Contractor shall identify content requirements for each document (i.e., document properties), identify and apply format requirements for each document, and capture and compile inputs from a variety of PMO participants. The Contractor shall staff draft versions of the documents, as determined by the VA PjM, and ensure review by responsible Government officials.
3. **Project Document Reviews.** The Contractor shall review and provide input to documents created by other teams within the IPO projects, to include, but not limited to, contractor progress reports, management plans, program plans, policy documents, information requests, leadership documents, functional/business documents, and technical documents. The Contractor shall provide recommendations on all documents reviewed, outlining issues and providing specific, actionable, corrective recommendations in the IPO Status Report.

### SCHEDULE MANAGEMENT SUPPORT

The Contractor shall create, maintain, analyze, and deliver integrated schedules for the IPO leadership and for assigned IPO projects. (The schedule management support shall include the following:

1. **Integrated Master Schedule Management**.

The Contractor shall input data and maintain project-level IMS that depict the evolving full lifecycle of each project. The IMS shall identify and include the following: all applicable Universal Project Milestones (UPM) for identifying and documenting discrete events necessary to complete the program/project; definition of relationship (dependency) between and among these events; determination of the expected duration of each event; resources required for each; and creation of a schedule that depicts this information as a logical cohesive whole according to PMAS and ProPath guidelines.

The Contractor shall ensure each project and the IPO at the executive level have an initial, high-level schedule is in place using Primavera TeamPlay for people to charge to until the final IMS is in place. The Contractor shall maintain the tool in near real time for purposes of generating schedule reports as required that depict planned versus actual program/project performance and critical path. The Contractor shall obtain data from various VA/DoD staff, Contractor staff, and external contractor staff, and shall apply actual costs from the schedule according to established Standard Operating Procedures (SOPs). The Contractor shall follow the IPO Change Control Process to recommend any modifications to any schedule variances. The Contractor shall create and deliver detailed schedules for each project, and an IMS for the IPO as a whole once the project level schedules are complete. Schedules shall include critical path depictions, what-if analysis, and subsections for individual groups/teams in accordance with PMAS guidance. When data is provided/entered that creates overall critical path slippage, the Contractor shall notify the VA PM for that project within one business day, by email and phone call.

1. **Earned Value Analysis**. The Contractor shall plan for and recommend a framework for conducting Earned Value Management that allows OMB 300 Earned Value Analysis. The framework shall be established and maintained to ensure total conformance to the content of the IMS.
2. **Work Breakdown Structure (WBS)**. The Contractor shall develop and provide a WBS to enable the decomposition of the work to be executed by the project team to accomplish the project objectives and create the required deliverables in accordance with Program Governance procedures and guidelines. The WBS shall be decomposed to the third level. This includes:
   1. Creating and networking activities
   2. Measuring and monitoring UPMs
   3. Assigning and leveling resources
   4. Estimating durations and hours
3. **Performance Measurement Baseline (PMB)**. The Contractor shall develop and provide a PMB Plan that integrates cost/price, schedule, and performance/scope into a cohesive plan. Following IPO PM approval of the PMB, the Contractor shall apply it for assigned projects.

**Deliverables:**

1. Integrated Master Schedule for each project
2. Integrated Master Schedule for the IPO as a whole
3. Work Breakdown Structure for each project
4. Performance Measurement Baseline Plan for each project

### RISK MANAGEMENT SUPPORT

Risk management support shall include the following:

1. **Risk Management Planning**. The Contractor shall develop and maintain IPO-level and Project-level Risk Management Plans. Risk management planning tasks shall include the following:
   1. Ensuring that VA risk management processes found in the VA OIT ProPath Process Library are applied for each assigned project.
   2. Reviewing available VA project applications, risk management plans and processes in creating project risk management strategies. Using the existing material, the Contractor shall plan and develop a Risk Management Plan, and upon IPO PM approval, apply the project Risk Management Plan. This shall include risk management processes and tools.
   3. Review, assess and provide SME inputs for strategies to comply with emerging VA/DoD methods, tools and resources for managing risk. Following IPO PM approval of risk management strategies identified, the Contractor shall modify and update existing plans, procedures, and tools to ensure compliance.
2. **Risk Tracking**. The Contractor shall conduct risk tracking in accordance with the project and VA risk management plans and guidance. Risk tracking support shall include:
   1. Identify, document and monitor project management risks, as well as coordinate with business and technical representatives to gather and capture those risks in the risk management system.
   2. Gather and document mitigation strategies and approaches for each documented risk.
   3. Maintain IPO-level and project specific risk management tools. The tool shall capture all open and historical risks associated with the effort.
   4. Create a Risk Register at the IPO level and for each project that outlines program/project risks.
3. **Risk Analysis**. The Contractor shall conduct detailed risk analyses, document the various aspects of completing risk documentations and provide findings to the assigned IPO manager. Risk analysis shall include:
4. Assess risk mitigation strategies already in place for dependent applications and create or adjust strategies to ensure compatibility and compliance.
5. Conduct detailed analysis of identified issues, issue background and alternatives, and recommended courses of action. Such analysis shall include assessment of probability of risk, assessment of impact of risk, identification of alternative strategies, assessment of risks, costs and benefits of each alternative, and recommendation. Analyses shall be documented in a narrative Risk Analysis Report for each project on a monthly basis.
6. Conduct risk analysis of project activities, strategies, and products and documenting findings in issue and strategy papers that outline risks, costs, and benefits.
7. Participate as a team member to assist in risk management processes defined in the risk management plan.

**Deliverables:**

1. IPO-level Risk Management Plan
2. Project-level Risk Management Plans
3. IPO-level Risk Register
4. Project-level Risk Registers
5. Risk Analysis Reports

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### PROJECT MANAGEMENT ACCOUNTABILITY SYSTEM SUPPORT

The Contractor shall comply with the PMAS methodology and provide support in preparing the required PMAS artifacts in accordance with ProPath Process Maps as identified in the OIT ProPath Website in order to achieve program compliance with PMAS directives for each identified project.

1. **PMAS Data Management**. The Contractor shall plan and report on PMAS data requirements and submissions for IPO and for the assigned projects. This shall include the recommendation of a PMAS Data Collection methodology, and upon IPO PM approval, Contractor shall apply the methodology to both routine and ad hoc data requests.
2. **PMAS Methodology**. The Contractor shall coordinate with the IPO PM to create and document a methodology for meeting PMAS requirements. This methodology shall address timelines, processes, procedures, templates, data element definitions, roles, and responsibilities for PMAS data management. Following VA PM approval of the proposed methodology, the Contractor shall apply the methodology to capture, maintain, track, and report PMAS data for all assigned IPO projects.
3. **Routine PMAS Reporting**. The Contractor shall perform data capture, validation, and analysis for assigned IPO projects, on a routine, recurring basis, in accordance with the approved PMAS Data Collection Methodology defined above. Once data is compiled, validated, and formatted, the Contractor shall log and store the official submission to create an audit trail.
4. **Ad Hoc PMAS Reporting**. For ad hoc data requests (i.e., 3-4 data calls per month), the Contractor shall coordinate with the IPO PM, and other support contractors and VA/DoD teammates to collect, validate, compile, and analyze data. Once data is compiled, validated, and formatted, the Contractor shall log and store the official submission to create an audit trail.

The Contractor shall provide the necessary resources to address the following PMAS-related activities for IPO PMAS projects and increments:

1. Input project data into the PMAS Dashboard as required by Project Manager
2. Track and report project data to the PMAS Dashboard as outlined in the PMAS Reporting Guide on a monthly basis in the CPMP
3. Gather and track data needed for Milestone Review briefings
4. Prepare Milestone Review decks and project briefing packages in Word and PowerPoint, and track action items generated during reviews
5. Provide project level metrics as required by the PMAS reporting structure
6. Report all required project data on a timely basis
7. Identify the project alignment program, Major Initiatives and OMB Exhibit 300 investment according to established standards
8. Monitor the requirements and resources necessary to deliver a project for availability
9. Request the necessary resources for project success
10. Monitor project performance regarding cost, schedule, and scope
11. Raise and/or address Red, Yellow, and Green Flags
12. Raise risks and issues that could impact project success or that require management intervention
13. Prepare and ensure completion of the Customer Acceptance Form
14. Coordinate/facilitate IPT participation and deliverables to include preparing, facilitating, and tracking actions for IPTs on weekly or biweekly basis, as required by the PM.
15. Reconcile PMAS financial information and milestones with IPO PMAT and the Office of Information Technology Budget Tracking Tool data base weekly
16. Maintain current VA project management templates (PMAS Milestone Reviews, IPT charters, Project Management charters, and other required ProPath documents) in PMAT or provide another effective/efficient means of ensuring current templates are available to all IPO staff
17. Work with IPO Business Operations budget analyst to ensure consistency between PMAS, BTT and OMB 300 Capital Planning and Investment Control (CPIC) reporting
18. Track IPO Enterprise Project Structure and provide status via Excel spreadsheet on a biweekly basis

## FUNCTIONAL PLANNING SUPPORT

The Contractor shall provide functional/business support to document the functional business end user requirements for each assigned IPO project. The Contractor shall assess and maintain the project-level requirements documents in order to capture current requirements, test strategies, and plans and procedures. The Contractor shall ensure that requirements are articulated in a manner to ensure that it is possible to accurately test for the true user requirements, to support and conduct test activities, and to gather, assess, and act on end user feedback. This support shall be conducted in accordance with the below sub-tasks.

### REQUIREMENTS PLANNING AND MANAGEMENT SUPPORT

The Contractor shall provide functional analysis to identify, review, and document project functional and technical requirements. The Contractor shall apply business process knowledge and understanding, as it applies to the IPO projects, to capture discrete aspects of functionality for integration in systems, applications, and tools to be applied in day-to-day IPO operations. The Contractor shall apply industry standard methodologies in requirements management.

Requirements planning and management shall include the following:

1. The Contractor shall monitor, and work with the developer to update, the Requirements Specification Document (RSD) for each assigned project, ensuring compliance with rules established under PMAS. The Contractor shall ensure the developer(s) accomplish this by utilizing the VA IBM Rational Tools suite and PMAS templates. Updates of the RSD may also require Contractor to update the Business Requirement Document (BRD) and the System Design Document accordingly.
2. The Contractor shall assist the developer(s) with interviews and coordination with dependent stakeholder technical personnel to capture interface patterns and technical rules in relation to interfaces between the dependent systems utilizing PMAS-approved Interface Control Document templates, estimated at one per project.
3. The Contractor shall continually monitor and ensure the developer(s) update the established Requirements Traceability Matrix (RTM) of all functional requirements for each assigned project, tracking the source of the requirement, the date the requirement was identified, the system application/module assigned, and test status. This shall be accomplished utilizing the VA Rational Tools Suite, along with the RTM document required by PMAS.
4. The Contractor shall support the maintenance and refinement of the current inventory of Use Cases /User Stories created by the developer(s), in coordination with business stakeholders. When gaps are identified, the Contractor shall ensure the developer(s) document missing Use Cases via the prescribed Use Case format using Requisite Pro.
5. The Contractor shall analyze information relative to desired business change requests received through any coordination means including Rational Tools Suite, specifically Clear Quest, and ensure the developer(s) translate this to functional or technical requirements via reports produced in Clear Quest. This action shall only take place after Change Control Board (CCB) approval.
6. The Contractor shall review developer-created User Stories, estimated at 20 per project, by functional area when new requirements are discovered and documented according to rules prescribed under Agile development methodologies. The Contractor shall make recommendations for improvement, if necessary.
7. The Contractor shall gather and document Lessons Learned and provide in the Weekly Status Report.

### BUSINESS ANALYSIS PLANNING SUPPORT

The Contractor shall conduct business analysis planning support to ensure all identified and documented functional requirements have been met for assigned projects. The business analysis support shall include the following:

1. Providing information pertaining to Business Processes to the PM. This shall include compiling information that is needed from the OIT ProPath Team that outlines the various business processes within the VA, then educating those functional analysts that require the information.
2. Planning and attending meetings with the Business Stakeholders to assess utility of delivered functionality. The Contractor shall facilitate these meetings, and ensure that meeting minutes are documented accurately and are included in the team repository.
3. Reviewing all desired business changes received via Rational Tools, specifically Clear Quest, and ensuring translation to functional requirements, upon the Requirements Manager’s approval. Once approval is received, the Contractor shall ensure inclusion in Requisite Pro, and that appropriate functional analysts and development personnel are notified.

### FUNCTIONAL ANALYSIS

The Contractor shall conduct functional analysis to assist the Government in verifying that all identified and documented business requirements have been met for assigned projects. The functional analysis shall include the following:

1. Conduct an audit of the flowdown of business requirements and provide requirements traceability to the PM.

Create/update of Requirements Traceability Reports

1. Conduct Quality Assurance (QA) reviews of BRDs to ensure the requirements contain the proper level of detail.

## TECHNICAL SUPPORT

The Contractor shall provide technical support to approximately 26 IPO staff members to include IPO leadership and Project Managers and Technical staff assigned IPO projects via a matrixed team of technical SMEs to include but not limited to Agile Certified Professionals, Scrum Masters, System Engineers, Technical Architects, Technical Project Managers, Developers, etc., to be assigned as directed by IPO priorities. The Government will employ open source and Agile technologies and methodologies in execution of IPO and iEHR efforts.

### ENTERPRISE ARCHITECTURE SUPPORT

The Contractor shall provide an assessment of the iEHR “as-is” architecture, and develop architecture trades and artifacts for reuse of existing IPO service oriented architecture components (such as the Enterprise Service Bus), the support interoperability between DoD and VA systems. The Contractor shall also provide options for use of “accelerators” that can reduce the timeline for deploying an iEHR, to include open source/open standard software; OSEHRA refactoring and Gold Disk standards; Blue Button for data delivery to Veterans and third party service providers; Janus and Java Medical Domain Web Servicesfor integration/presentation layer. The Contractor shall participate in VA/DoD technical forums to identify alternatives and deliver a transition plan for implementing updated iEHR architecture.

**Deliverables:**

* 1. Documentation outlining the “as-is” architecture of iEHR
  2. Transition plan for implementation of updated iEHR architecture

**5.3.2** **DATA ARCHITECTURE OPTIONS**

The Contractor shall provide data architecture planning support to include the following:

1. Establish trades and options for implementing common information models, common terminology, information exchange specifications, translation services, and use of common data standards (SNOMED CT, LOINC, etc.)
2. Identify impacts to existing VA data models and mappings across repositories such as the Health Data Repository (HDR) and/or Corporate Data Warehouse (CDW)

**Deliverable**:

1. Conceptual and logical data models

### 5.3.3 DEVELOPMENT AND SOLUTION SUPPORT

The Contractor shall provide application architecture planning and solution support to IPO leadership and to assigned IPO projects. This support shall include the following support services:

1. Develop application level architecture that is consistent with the architectural framework and methodologies established by the VA/DoD Enterprise Architecture.
2. Utilize organizationally established architecture tools, repositories, and repository management processes to capture, publish, and maintain architecture artifacts.
3. Analyze and recommend technology requirements with regards to processing, data storage, data access, and applications development.
4. Examine the functionality, purpose, and integration of existing and planned software applications to determine and document the business, data, application and technology principles for the planned applications that will meet VA/DoD Enterprise Architecture goals.
5. Support project teams to develop and test systems and processes to address major architectural issues, including Disaster Recovery, Data Migration, Database Design and Optimization, Messaging, System and Data Security, Architecture Governance, Architecture Change Control, and Application Implementation.
6. Organize, facilitate, and run daily scrum meetings, bi-weekly iteration planning meetings, sprint retrospective meetings, and other Agile-related meetings
7. Track, provide status, and maintain the sprint, product, and QA backlog, identifying problem areas and assist with resolution
8. Track burndown charts, velocity, and sprint progress
9. Assist development team in making appropriate commitments through story selection, task definition, and prioritization
10. Develop write and edit user stories, including the review and augmentation of existing stories, acceptance criteria, and final story validation
11. Work with development team to gather, clarify, and document business requirements
12. Facilitate team discussions, conflict resolution, and team productivity improvements
13. Preserve technical and supporting documentation, include iteration release notes

The Contractor shall draft a high-level Development and Solutions Summary Report on a monthly basis that summarizes all IPO development efforts underway to include status, timeline and risks. The Summary Report shall be presented at the PMR and included in the CPMP.

The Contractor shall draft a Configuration Management (CM) Plan for the IPO that addresses both IPO enterprise-level and project-level CM processes, responsibilities and activities. The Contractor shall reference both ProPath and PMAS requirements in drafting the CM Plan, which shall include a recommendation on implementing the CM Plan within the IPO.

**Deliverables:**

A. Development and Solutions Summary

B. IPO Configuration Management Plan

### CHANGE MANAGEMENT PLANNING SUPPORT

The Contractor shall provide IPO-level CM planning support to include the following.

1. Develop and implement CM processes, including software configuration management processes that are in compliance with VA ProPath CM guidelines and policies. This shall include development of a CM Plan that specifies CM policies and procedures, configurable items, version and naming standards, and version control policy.
2. Ensure that PMAS and the OIT ProPath processes and standards are applied to all assigned projects, including the CM program.
3. Conduct and report on periodic CM process and procedure audits. Reports shall be summarized in the Contractor’s IPO Status Reports. Detailed information shall be provided to the IPO PM and the affected PM.
4. Identify and manage all internal and external project baseline dependencies.
5. Establish and implement a PMO Change Control Program in support of the Government Chair of the PMO CCB.
6. Provide informal training and orientation on CM policies and procedures to IPO leadership and development team members of assigned projects.
7. Support Defect Management for each project. The Contractor shall create and maintain a defect management tracking report that identifies the date of identification, the affected project, the projected date of correction, point of contact , and status. The Contractor shall coordinate with those involved in defect correction to gather data to keep this report current.
8. Provide a summary of all activity, to include the defect management tracking report, that occurs within the CM program in the Weekly Status Report.

**Deliverable:**

1. Change Management Plan

### SOFTWARE QUALITY ASSURANCE (SQA) SUPPORT

The Contractor shall provide management of SQA testing support for the Health Management Information System (HMIS) IPO Enterprise Solution with the goal of tracking the execution of all SQA testing activities and providing trend analysis for defects. The Contractor shall comply with all relevant ProPath requirements and ensure other SQA contributors are also in compliance. The Contractor shall manage the creation of a completed release package to the VA Release Manager for review and processing. SQA support shall include:

a. Develop and update the Master Test Plan (MTP).

b. Monitor the creation, updates and maintenance of the RTM.

c. Review SQA analysis based on the Agile Methodology of rapid delivery of useful software and integration into a cross-functional agile team.

d. Participate in Technical Reviews of the following project documents: Requirements Documents, Design Documents, and Test Documents.

e. Manage the creation and maintenance of the Test Case Specification documentation from draft to final, including all tracking, status and configuration management.

f. Review and ensure that Entrance Criteria Artifacts are complete and accurate.

g. Monitor the performance of SQA Testing, and ensure that all testing is completed and all test results are reported.

h. Create and maintain a Defect Tracking Management log.

**Deliverables**:

A. Master Test Plan (MTP)

B. Defect Tracking Management Log

### IMPLEMENTATION MANAGEMENT/DEPLOYMENT PLANNING SUPPORT

The Contractor shall provide project implementation management and deployment planning support to include the following:

1. Utilizing ProPath templates where available, ensure the developer(s) create and implement comprehensive Implementation Plans and Deployment Plans for each project.
2. Coordinate with the business sponsor and field-based staff to conduct all project pre-implementation activities in accordance with the approved Implementation and Deployment Plans.
3. Coordinate with the Training PM to ensure all necessary trainings activities are scheduled in conjunction with other implementation activities.
4. Maintain pre-deployment checklists to ensure all deployment and training activities are completed on schedule.
5. Coordinate with the software Release Managers to ensure that all implementation activities are closely coordinated with the physical release of software.
6. Coordinate with the development team to develop an extensive understanding of all software components (software configuration, data migration, etc.) that are required during the implementation phase of a project.
7. As part of the Weekly Status Report summarize all implementation activity, with emphasis on those activities that are falling behind schedule.

## EXECUTIVE SUPPORT AND STRATEGIC COMMUNICATIONS

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### IPO COMMUNICATION PROGRAM PLAN

The Contractor shall collaborate with IPO Communications Service staff and utilize existing IPO communications strategy, plans, and mission to document a comprehensive integrated Communications Program Plan for the IPO Communications Service. The Communications Program Plan shall include all communications initiatives and projects for the IPO.

The Contractor shall provide the following support services:

1. Review all existing IPO Communications strategy documentation.
2. Document IPO Communications Service’s key goals in a logical narrative format.
3. Collaborate with IPO staff to establish and document schedules and timelines for key initiatives/projects to be communicated throughout Product Development (PD) and other VA organizations.
4. Determine associated performance measures and timelines to assess project timelines. Plot timelines/schedules in Microsoft Office Project file to depict a comprehensive, integrated master schedule for PD Communications Service. This schedule shall be approved by the Government and used to determine the subjects and contents of future communications.
5. Develop and maintain a comprehensive integrated Communications Program Plan, including a schedule.
6. Develop a PD Communications report format of upcoming key deadlines, schedule risks, constraints and recent accomplishments for inclusion in the Weekly Progress Report.
7. Track performance of IPO Communications initiatives on an on-going monthly basis.

**Deliverable:**

A. IPO Program Communications Plan

### INTERNAL ORGANIZATIONAL COMMUNICATIONS

The Contractor shall develop communications plans for each of the sub-organizational units. These plans shall detail the vehicles and mechanisms by which those units communicate. The sub-organizational plans shall then be integrated into overarching plans for each of the major organizational units by the Contractor.

The Contractor shall provide the following internal organizational communications support services:

1. Coordinate with IPO Director of Communication and collaborate with IPO Communication Service staff to develop a baseline template by which all subsequent sub-organizational communications plans will be developed.
2. Ensure that the template includes appropriate cross-references and integration with existing, relevant IPO Communication Service products and projects.
3. Develop a timeline, order, and resource plan by which all communications plans will be written and updated monthly.
4. Write communications plans for each sub-organizational unit for approval by IPO Director of Communication and each appropriate organizational manager.

**Deliverables:**

A. IPO Organizational Communications Plan Template

B. IPO Organizational Communications Plans

### EXTERNAL INFORMATION REQUESTS

The Contractor shall coordinate and develop Information Request Responses to include presentations, talking points, web content, and other written materials to respond to information requests. The number of external information requests shall include review of technical and management documents to identify data relevant to the information request, compilation of relevant information into logical and concise formats, and analysis of this compiled data to identify trends and data points as necessary to the information requests. The Contractor shall create point papers, detailed reports, data tables, graphs, and graphical depictions of complex technical, management and statistical data. This shall include creation of complex graphics and integration of these depictions into both narrative and briefing formats. The Contractor shall deliver these Information Request Responses at least two business days prior to the official due date.

### EXECUTIVE FACILITATION

The Contractor shall provide recommendations to IPO Executives in the planning, design, and organization of materials relating to manner of presentations, to include but not limited to PowerPoint, speeches, and virtual presentations. These monthly presentations are developed in support of sub-organizations throughout the IPO.

The Contractor shall:

1. Analyze the content and talking points prepared by the strategic communications team and, following any necessary interviews, quickly and efficiently produce designs and illustrations that convey highly technical information to a wide range of audiences.
2. Produce multiple versions of similar graphics as necessary to better address specific audiences and submit for Government approval.
3. Review, survey, and adjust PowerPoint slides (cleaning up the charts) for appropriate aesthetics and to remain in accordance with the portfolio brand.
4. Identify slides that will be used frequently and require regular updates, and update those slides as required
5. Store all final presentations under the IPO’s VA SharePoint for future reference

### COLLABORATION MANAGEMENT

The Contractor shall provide web design and management services to deliver information and tasking via the web. The Contractor shall develop usable web postings, pages, blogs, graphics and social media type services compatible with the style, content, format, architecture schema, web design standards and policies of VA and DoD. Specifically, the Contractor shall be proficient in use of XHTML and HTML languages. The Contractor shall directly support the Government in addressing both internal and external stakeholder communication requirements, and function as part of an integrated team sharing products, best practices, and information across the IPO.

The Contractor shall manage the existing SharePoint communications management sites, conducting site development, site management, and site administration. The Contractor shall work with COR to identify user needs for new functionality on the existing SharePoint site, shall develop this new capability, shall update documentation to address these new capabilities, and shall create training tools to apprise end-users of new capability and how best to use it. The Contractor shall provide administration of the SharePoint site, providing access to new users, ensuring compliance with access rules, ensuring deleting of access privileges as employee status changes occur, and documenting access promptly.

### TRAINING

The IPO’s infrastructure program requires training support surrounding core infrastructure changes and updates to business processes. As such, the Contractor shall work with the VA Learning University (VALU) IT National Training and Education Office to ensure training plans and other materials (such as lesson plans, user guides, and user survey reports) are created using innovative techniques like computer based training (CBT), virtual training, and train the trainer to provide cost effective quality instruction.

The IPO will maintain the rights for future modification to training materials and re-production of materials.  All training materials shall be in an editable file format. Approved training materials will be under configuration management and cannot be edited nor altered without government approval, as detailed in the configuration management plan.

**Deliverables:**

1. User Guides
2. Lesson Plans

## 

## 5.5 EXECUTIVE SECRETARY SUPPORT

### 5.5.1 MANAGE EXECUTIVE CORRESPONDENCE

The Contractor shall review and track all IPO executive correspondence and official business, including correspondence with Federal committees and Congressional inquiries, for both VA and DoD. The Contractor shall manage file storage of these correspondences to enable quick retrieval of materials according to key factors such as date, time, names, respondents, subject lines, and conversation chains through the use of Veterans Affairs Intranet Quorum (VAIQ) or related document/task management tool.

### 5.5.2 EXECUTIVE DOCUMENT PROCESS SUPPORT

The Contractor shall provide operational expertise and task performance sufficient to provide primary assistance to the entire IPO organization and Government staff in accomplishing overall responsibility for efficient and effective document management and related business rules for IPO in compliance with established business rules and policies and procedures.

The Contractor shall receive, review, and forward all incoming correspondences, inquiries, and other actions to the appropriate IPO lead action office (i.e., office of primary responsibility for the subject matter) based on the subject and content of the incoming action, and assign suspense/due dates for submission of completed action office responses*.* The Contractor shall track and review the status and progress of all such actions to ensure the timeliness of responses, in conformance with IPO business rules, operating policies and procedures, and associated timelines established by the Government. The Contractor shall maintain timely, effective communications with the IPO management to provide information regarding the status of actions in meeting their suspense dates. The Contractor shall be proactive in the management of suspense dates and identification of incoming correspondence.

Incoming correspondences may come from VA, or other U.S. Government entities (e.g., U.S. Congress, OMB, Government Accountability Office (GAO), Department of Health and Human Services , and Federal Register Notices, as well as private sector health care providers and beneficiaries). The Contractor shall follow correspondence management policy and administrative processes and procedures as set forth by IPO and VA policy such as the VA Directive 6320, Correspondence Management, and latest editions of the U.S. Government Correspondence Manual (GSA) and the U.S. Government Printing Office (GPO) Style manual and other references as may be prescribed either by IPO or VA.

### 5.5.3 EDITING/PROOFING OUTGOING CORRESPONDENCE

The Contractor shall edit, proofread, and recommend correction of outgoing correspondence packages and other written products requiring coordination and signature, to ensure that packages are complete and correct. All documents in correspondence packages must be correct in spelling, punctuation, grammar, and syntax. They must include the appropriate attachments and evidence of coordination and be in compliance with official style and formatting requirements. In recognition of the high Government organizational levels of the IPO and its correspondents, the Contractor shall perform editing, proofreading, and package correction tasks in conformance with VA Correspondence Manual.

### 5.5.4 RECURRING REPORTS ON DOCUMENT PROCESS SUPPORT

The Contractor shall provide monthly statistics on correspondence workload to the IPO as well as monthly reports on the status of open correspondence and reports and other information under the cognizance of the IPO.

### 5.5.5 DOCUMENTATION PROCESS ANALYSIS

The Contractor shall develop tools and work processes to ensure that all IPO documentation is complete, consistent, and in compliance with guidelines provided in the VA Correspondence Manual. This includes a Quality Assurance process to ensure documents are properly formatted and are correct with regards to spelling, grammar, syntax, and punctuation. The Contractor shall implement procedures that will ensure processes are efficient and effective at assuring that each document:

1. Complete and properly formatted (all documents and attachments required for the type of action are included and complete and are in accordance with the VA Correspondence Manual)
2. Use of approved IPO and/or VA templates, guidelines, checklists for all correspondence
3. Includes all attachments and enclosures as noted in the correspondence for review during the coordination process
4. Includes appropriate signatures and approvals through the appropriate chain of command
5. Properly packaged in hard copy with attachments and enclosures for final coordination at the IPO Front Office for signature
6. Documented in the VAIQ unless changed by VA in the future.

### 5.5.6 SUPPORT TO CONGRESSIONAL AUDIT AFFAIRS

The Contractor shall coordinate with the Government in providing support in addressing required responses and annual reports to Congress, questions for the record, committee markups/distribution, GAO audit actions, rand eclamas. Contractor shall provide at a minimum, the following support to the Government:

1. Provide profiles of ‘Congressional Members’ (hereinafter referred to as Members) and feedback from contacts with congressional offices to the IPO Director
2. Monitor and track open requests from congressional offices, congressional committees, GAO, OMB and other related stakeholders
3. Serve as IPO contact with VA and other Federal agencies (i.e. DoD)and maintain channels of communication
4. Compile lists (e.g., telephone, fax, Internet, address) of congressional offices representing particular issues or concerns directed toward the IPO
5. Make logistical arrangements for congressional briefings on Capitol Hill
6. Verify list of Federal agency personnel assigned to perform specific congressional relations issues or concerns
7. Coordinate information and IPO responses to support legislative initiatives
8. Support conference calls and/or briefings with congressional liaisons of other Federal agencies to coordinate congressional interagency briefings, and identify information needs, including Congressional requests for testimony or legislative
9. Support the preparation of briefings for Members of Congress, Congressional Committees and their staffs as required inquiries
10. Support the flow and timing of release of congressional affairs information
11. Distribute information to IPO, DoD and VA
12. Track, coordinate response, and/or assist in congressional inquiries and notifications
13. Track, coordinate response, and/or assist in inquiries from GAO, OMB or other stakeholders
14. Coordinate with the Government proponent and support the timely and accurate responses to inquiries from Congress, GAO, OMB, White House, Federal Departments or other stakeholders; ensuring IPO correspondence procedures are adhered to include but not limited to:
    1. Facilitate and assist in drafting responses
    2. Coordinate and establish contact with IPO operational staff
    3. Maintain input to congressional inquiry and notification tracking systems
    4. Monitor timely submission of responses
    5. Support the IPO, DoD and VA in establishing priorities, preparing notification statements for IPO approval, making congressional notification calls, providing feedback on congressional reaction;

### 5.5.7 STRATEGIC COMMUNICATIONS AND GOVERNANCE SUPPORT

The Contractor shall provide services that facilitate strategic decisions for the organization with respect to current and future structure. This includes to conducting a systematic assessment and redesign of the key technologies, business processes, and organizational structures to determine streamlining processes that align the organization to reflect the way work is accomplished, and deploying proven technologies, policies or procedures where appropriate.

The Contractor shall support recommendations and plans with sound data and information to enable the IPO and/or VA to make sound business decisions regarding program planning. The Contractor shall:

1. Support, prepare responses to, and interact with external organizations
2. Support Government personnel in establishing and maintaining effective working relationships and communications with external IPO stakeholders, organizations and working groups
3. Facilitate communication and stakeholder management across all organizations to ensure activities are properly coordinated and synchronized
4. As outlined in paragraph 5.4.1, support the development, implementation, execution, and maintenance of a strategic IPO Communication Plan
5. Support the development of Program-level Configuration Management Plan that includes strategies, processes and timeline

Draft information technology policy and process management documents with particular emphasis on adherence to PMAS

## 5.6 Strategic Planning and TECHNICAL LIAISON Support

The Contractor shall provide services that facilitate strategic decisions which have ‘Make/Buy’ implications to the program and its current and future information technology (IT) structure and program integration. This includes conducting assessments of financial alternatives, key technologies, business processes, and organizational structures. The outcome of future studies and assessments may contribute to an overarching IPO strategy aligned with business goals and objectives that leverage innovation to define new opportunities for success. The outcome of studies and assessments may also serve as a critical input into designing a set of metrics, which are measureable objectives related to mission, strategies and operations.

All recommendations and plans must comply with Federal legislation and be consistent with Federal policies, standards, and guidelines. The Contractor shall support recommendations and plans with sound data and information to enable the agency to make sound business decisions regarding program planning.

Support services shall include:

1. Collaborate with program technical organizations, support and facilitate the development and maintenance of the system engineering vision, policies, procedures, and processes
2. Support and facilitate the development and maintenance of systems engineering documentation required by the acquisition processes and policies
3. Provide SME support for development, update, or maintenance of the program & product roadmaps
4. Provide SME support for development, update, and maintenance of business cases, plans, cost estimates, capability definitions, and other relevant product documentation and artifacts
5. Support the Government in the development, review, enhancement, and updating of program strategic planning documents such as:
   1. Strategic Planning
   2. Concept of Operations
   3. Governance Plans and Charters
   4. Organizational Constructs and Structures
   5. Solution Vision Document
   6. Capabilities Description Document
   7. Alternatives of Analysis
   8. Standard Operating Procedures
   9. Quad Charts
6. Facilitate and implement execution processes to manage the prioritization of capability development, acquisition, and integration in accordance with approved program governance processes
7. Provide insight and recommendations throughout both the project and system engineering life cycle on chartered projects that are delivering product capabilities
8. Facilitate the identification and documentation of product lessons learned in the Program Lessons Learned Repository
9. Facilitate budgetary planning and forecasting related to the program lifecycle as needed
10. Support, prepare responses to, and interact with clinical external organizations to include, but not limited to:
    1. Interagency Clinical Informatics Board
    2. Department of Health and Humans Services
    3. US Public Health Services
11. Support Government personnel in establishing working relationships and communications with external IPO VLER stakeholders, organizations, and working groups to include, but not limited to:
    1. Department of Veterans Affairs Office of Information Technology Comptroller’s Office and the Veterans Health Administration
    2. Department of Defense TRICARE Management Activity
12. Maintain effective working relationships and communications with external IPO VLER stakeholders, organizations, and working groups
13. Support Government personnel in the development of capital outlay and budget planning strategies and related documentation
14. Support the development and integration of technical strategies and plans
15. Capture technical information from the project teams and synthesize into actionable information to be used by senior management
16. Draft strategy issue papers, product business cases and product lifecycle cost estimates, each estimated to be one (1) per quarter.

**Deliverables:**

1. Strategy Issue Papers
2. Product Business Cases
3. Product Lifecycle Cost Estimates

## 5.7 CONTRACT AND ACQUISITION SUPPORT

The Contractor shall provide acquisition support services to the iEHR to include all activities, artifacts, and reviews required under the program acquisition lifecycle. Services shall include the acquisition activities that are required under various DoD and VA policies, directives, instructions, processes, and requirements to include:

1. VA Acquisitions and Lifecycle Costs
2. VA ProPath methodologies
3. VA PMAS
4. DoD Acquisition and Lifecycle Costs
5. Federal contracting offices, (e.g., Technology Acquisition Center, TMA Acquisition)
6. Federal Acquisition Regulations, VA Acquisition Regulations (VAAR) and Defense Acquisition Regulations (DFAR)
7. BTT Standard Operating Procedures and Policies
8. PMAS Standard Operating Procedures and Policies.

The contractor shall be responsible for providing the following acquisition support services:

1. Provide acquisition expertise sufficient to provide advice and guidance to the Government to identify, understand, analyze, articulate, and ensure compliance with acquisition/contracting regulations, guidelines, policies, processes and procedures which relate to the IPO regarding relevant Federal, DoD, and VA contract management and administration guidance;
2. Provide facilitation and documentation support to Government personnel for all phases of the contracting life cycle to guide acquisition strategy development;
3. Prepare procurement documents/ packages as required to support VA contracting organizations, PMAS and BTT processes and procurement level documentation to include, but not be limited to: Request for Information, Statement of Objectives, PWS, cost estimates, evaluation criteria, and/or acquisition packages estimated to be three packages monthly;
4. Prepare comparative cost study analysis including assessments of schedule, cost benefit analyses consistent with VA and DoD standards and provide sufficient rationale for baseline and growth estimates
5. Review financial products for adequate coverage and supportable conclusions regarding sound cost estimations, scheduling, and value
6. Support cost estimate processes throughout the program and product lifecycle to include development of life cycle cost estimates (LCCE), to include cost projections, cost analyses and cost assessments
7. Track and monitor all aspects of acquisition packages from initial planning to execution;
8. Develop contract administration, management, and monitoring documentation to provide an actionable and detailed step by step process for contract management, quality assurance and monitoring;
9. Provide assistance and support to Government personnel for post-award contract administration, management, and monitoring activities necessary to measure the contract’s performance with respect to cost, schedule, and technical performance.
10. Provide short suspense analyses, acquisition issue papers, briefings, information papers, technical analysis, review of policy/guidance and other reviews as needed estimated; Estimated to be three (3) a month
11. Prepare, schedule, and support regular In-Progress Reviews (IPRs), Operational Management Reviews (OMRs), etc. ;
12. Prepare, review, enhance, and maintain program management reviews and acquisition briefing materials, reports and contract management checklists
13. Support program & contracts change management (CM) processes that affect contract and budget strategies in compliance with VA regulations and standards; provide all program stakeholders with accurate and detailed information on CM requests, history; and status.
14. Stay current in emerging and new policies and procedures in Federal contracting to include specifics for both the VA and the DoD and provide updates to iEHR leadership on implementation of new policies and procedures
15. Support contract Quality Assurance (QA) activities to include identification of QA criteria, surveillance approaches, QA surveillance activities and checklists, and support Government staff in executing QA review and documentation

## 5.8 Budget and Financial management Support

The Contractor shall provide budget and financial management support to the iEHR to include budget forecasting, analysis, execution, program lifecycle costs, program and project cost estimates and analysis, preparation of economic analysis, preparation of cost analysis and reduction strategies, and reporting. The support will inform and assist the Government in the budget and financial management process for the IPO and support shall include:

1. Support IPO Business Operations with management of pay, non-pay and reimbursable funds
2. Coordinate the development of IPO budget operating plan to synergize and integrate strategic recommendations on funds and staffing.
3. Account for internal cost controls and the integration of leadership financial decisions into financial plans and budget submissions
4. Support development of start-of-year budget operating plans, tracks actual obligations and forecasts end-of-year carry over. Throughout the fiscal year, provide BTT expertise, accounting adjustments, updates and budget reviews.
5. Assist in preparing annual Budget Operating Plan with weekly Invoice Tracking
6. Provide financial reporting, tracks and correlates contract actions to identify obligation gaps on actionable and not actionable contract packages
7. Provide budget analyst support to planning, developing, implementing, and monitoring IPO project budgets in all aspects of budget execution and performance
8. Provide data mining support and analysis on VA and DoD financial systems to identify funds allocated, committed, obligated and expended in order to support weekly, monthly and quarterly performance reviews
9. Provide budget monitoring and tracking support for all IPO/iEHR contracts, purchase orders, task orders, and interagency agreements including interfacing with Government contracting offices and officials to ensure timely execution and obligation of funds
10. Prepare budget spreadsheets detailing authorizations, commitments, obligations, and balances and provide input to the BTT
11. Input and update detailed financial forecasts of planned funding execution into the Government designated financial management processes
12. Develop Standard Operating Procedures and educational briefing materials to support external management reviews and internal management effectiveness efforts
13. Provide financial support to IPRs, Milestone Reviews, and other financial data calls
14. Provide training to iEHR staff as required on the budget process, general budget milestones and schedules and key deliverables throughout the fiscal year
15. Provide budget formulation support to integrate budget planning to facilitate the development of future year funds consistent with VA/OIT and DoD multiyear planning guidance to include projected spend plans by fiscal year, quarter and month
16. Support Government personnel in the preparation of budget formulation documents, including Capital Planning Investment Control Exhibit 300s for various budget formulation processes and data calls
17. Support IPO financial internal controls and provide expertise in establishing internal control policies, procedures, and guidelines for effecting corrective measures and to ensure corrective measures are taken.
18. Assist in analyzing selected business processes, develop recommendations specifically aimed at cost control/cost reduction
19. Prepare weekly, monthly and quarterly Status Of Funds Dashboards and Reports, and quarterly, mid-year and end-of-year Budget Reviews
20. Draft IPO Budget and Financial performance metrics, goals, objectives, risks and success criteria
21. Provide annual updates to the existing Standard Operating Procedures for budget execution, budget formulation, OMB 300 submissions, procurement and acquisition processes, FedTravler, PCard and necessary internal controls to maintain compliance with OMB A-11 and OMB-123.

# 6.0 GENERAL REQUIREMENTS

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## ENTERPRISE AND IT FRAMEWORK

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

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005 (<http://www.whitehouse.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 <http://www-x.antd.nist.gov/usgv6/index.html>), the Technical Infrastructure for USGv6 Adoption (<http://www.nist.gov/itl/antd/usgv6.cfm>), and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>) shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 users, and all internal infrastructure and applications shall communicate using native IPv6 operations. Information concerning IPv6 transition in addition to OMB/VA Memoranda can be found at <https://www.voa.va.gov/>.

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 9 and Microsoft Office 2010.  However, the migration from Windows XP to Windows 7 is not yet complete within all of VA.  As a result, compatibility with and support on Windows XP, Internet Explorer 7 and Microsoft Office 2007 are also required until April 2014 when Microsoft’s extended support for Windows XP ends.  Applications delivered to the VA and intended to be deployed to Windows XP or 7 workstation shall be delivered as a signed  .msi package and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager (SCCM) VA’s current desktop application deployment tool.   Signing of the software code shall be through a VA trusted code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that has been configured using the Federal Desktop Core Configuration (FDCC) and United States Government Configuration Baseline (USGCB) specific to the particular client operating system being used.

The Contractor shall support VA efforts in accordance with the PMAS that mandates all new VA IT projects/programs use an incremental development approach, requiring frequent delivery milestones that deliver new capabilities for business sponsors to test and accept functionality. Implemented by the Assistant Secretary for IT, PMAS is a VA-wide initiative to better empower the OIT PjMs and teams to meet their mission: delivering world-class IT products that meet business needs on time and within budget.

The Contractor shall utilize ProPath, the OIT-wide process management tool that assists in the execution of an IT project (including adherence to PMAS standards). It is a one-stop shop providing critical links to the formal approved processes, artifacts, and templates to assist project teams in facilitating their PMAS-compliant work. ProPath is used to build schedules to meet project requirements, regardless of the development methodology employed.

## POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

### 

### POSITION/TASK RISK DESIGNATION LEVEL(S)

| **Position Sensitivity** | **Background Investigation** (in accordance with Department of Veterans Affairs 0710 Handbook, “Personnel Security Suitability Program,” Appendix A) |
| --- | --- |
| **Low** | **National Agency Check with Written Inquiries (NACI)** A NACI is conducted by OPM and covers a five (5) year period. It consists of a review of records contained in the Office of Personnel Management (OPM) Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), Federal Business of Investigation (FBI) name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions. |
| **Moderate** | **Moderate Background Investigation (MBI)** A MBI is conducted by OPM and covers a five (5) year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of five (5) years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree. |
| **High** | **Background Investigation (BI)** A BI is conducted by OPM and covers a ten (10) year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of ten (10) years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree. |

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the PWS are: Moderate

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Position Sensitivity and Background Investigation Requirements** | | |
| **Task Number** | Low/NACI | | Moderate/MBI | High/BI | |
| 5.1 |  | |  |  | |
| 5.2 |  | |  |  | |
| 5.3 |  | |  |  | |
| 5.4 |  | |  |  | |
| 5.5 |  | |  |  | |
| 5.6 |  | |  |  | |
| 5.7 |  | |  |  | |
| 5.8 |  | |  |  | |
| 5.9 |  | |  |  | |

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

### CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

**Contractor Responsibilities:**

1. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate BI, and are able to read, write, speak and understand the English language.
2. The Contractor shall bear the expense of obtaining BI.
3. Within three (3) business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their BI. The roster shall contain the Contractor’s Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual BI level requirement (based upon Section 6.2 Tasks).
4. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
5. For a Low Risk designation the following forms are required to be completed: 1.OF-306 and 2. DVA Memorandum – Electronic Fingerprints. For Moderate or High Risk the following forms are required to be completed: 1. VA Form 0710 and 2. DVA Memorandum – Electronic Fingerprints. These should be submitted to the COR within five (5) business days after award.
6. The Contractor personnel will receive an email notification from the Security and Investigation Center (SIC); through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents (SF85, SF85P, or SF 86). The Contractor personnel shall submit all required information related to their BI utilizing the OPM Electronic Questionnaire for Investigations Processing (e-QIP).
7. The Contractor is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC. These should be submitted to the COR within three (3) business days of receipt of the e-QIP notification email.
8. 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.
9. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or “Closed, No Issues” (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed “Contractor Rules of Behavior.” However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the OPM.
10. 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.
11. Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

## 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).

## PERFORMANCE METRICS

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

|  |  |  |
| --- | --- | --- |
| Performance Objective | Performance Standard | Acceptable Performance Levels |
| **A.**  **Technical Needs** | Shows understanding of IPO and iEHR requirements  Understands and effectively captures information from end user community.  Coordinates proactively and thoroughly with other VA technical teams  Effectively applies automated tools to streamline PMO operations | Satisfactory or higher |
| **B.**  **Project Milestones & Schedule** | Demonstrates familiarity with PMAS methodology, artifacts and business processes  Quick response capability  Products completed, reviewed, delivered in timely manner  Notifies customer in advance of potential problems | Satisfactory or higher |
| **C. Project Staffing** | Currency of expertise  Personnel possess necessary knowledge, skills and abilities to perform tasks  Sufficient number of personnel to accomplish the mission  Address feedback promptly and effectively  Meeting subcontracting goals  Responsiveness to customer | Satisfactory or higher |
| **D. Value Added** | Provided valuable service to Government  Services/products delivered were of desired quality | Satisfactory or higher |

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

**6.4.1 FACILITY/RESOURCE PROVISIONS**

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

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

VA will provide access to VA specific systems/network as required for execution of the task via remote access technology (e.g. Citrix Access Gateway (CAG), site-to-site Virtual Private Network (VPN), or VA Remote Access Security Compliance Update Environment (RESCUE)). This remote access will provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses. The Contractor shall utilize Government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort.  The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP’s) and Authority to Operate (ATO)’s for all systems/LAN’s accessed while performing the tasks detailed in this PWS. For detailed Security and Privacy Requirements refer to ADDENDUM A and ADDENDUM B.

## GOVERNMENT FURNISHED PROPERTY

The Government does not anticipate the need to provide Government Furnished Property (GFP) or Government Furnished Information (GFI) during the performance of this TO. Any property purchased using Other Direct Costs (ODCs) shall be accounted for and returned to the Government at the conclusion of performance in accordance with applicable FAR, and VAAR clauses.

## ORGANIZATIONAL CONFLICT of INTEREST

All functions related to this PWS shall be on an advisory basis only. Be advised that since the awardee of this TO will provide program support, acquisition and financial management support some restrictions on future activities of the awardee may be required in accordance with FAR 9.5. The Contractor shall provide an Organizational Conflict of Interest (OCI) Plan as part of proposal and include signed Non-Disclosure Agreements (NDAs) from proposed Key Personnel. If awarded the contract, Contractor shall provide signed NDAs of all staff no later than 30 days after award of task order.

## TIME KEEPING/TRACKING

To allow the Government to perform independent billing validation, all contractors performing work on tasks under this requirement shall be required to enter hours worked on a weekly basis in Primavera or a similar time keeping system, as determined by the Program Manager.  Access to the VA’s network using an approved tool such as Citrix Access Gateway (CAG) or other similar access tool will be required for this task and will be provide by the Government once appropriate security training and background actions are completed per VA policies. The Contractor shall include a monthly burnrate chart that displays the labor executed the prior month, by labor category and billing amount in the second Weekly Status Report (Paragraph 5.1.4) of every month.

# ADDENDUM A

1. 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 PM and VA ISO as soon as possible.  The Contractor shall follow all applicable VA policies and procedures (P&Ps) governing information security, especially those that pertain to certification and accreditation (C&A).

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

1. 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 (PMP) 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.

* 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>

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

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), 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 EIT and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed are published with an effective date of December 21, 2000. Federal departments and agencies shall develop all EIT requirements to comply with the standards found in 36 CFR 1194.

**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 EIT. These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. A printed copy of the standards will be supplied upon request.  The Contractor shall comply with the technical standards as marked:

\_x\_§ 1194.21 Software applications and operating systems

\_x\_§ 1194.22 Web-based intranet and internet information and applications

\_x\_§ 1194.23 Telecommunications products

\_x\_§ 1194.24 Video and multimedia products

\_x\_§ 1194.25 Self contained, closed products

\_x\_§ 1194.26 Desktop and portable computers

\_x\_§ 1194.31 Functional Performance Criteria

\_x\_§ 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

1. 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.
6. 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 toProtected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard (“Security Rule”).  Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA.  These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA.  Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38.  Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA Contracting Officer (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:
8. The use of “thumb drives” or any other medium for transport of information is expressly prohibited.
9. Controlled access to system and security software and documentation.
10. Recording, monitoring, and control of passwords and privileges.
11. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
12. 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.
13. Contractor PM and VA PM are informed within twenty-four hours of any employee termination.
14. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
15. Contractor does not require access to classified data.
16. 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 (COI) or even the appearance of a COI in VA/Contractor relationships.

# ADDENDUM B

**APPLICABLE PARAGRAPHS TAILORED FROM: *THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE*, *VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010***

1. GENERAL

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

1. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS
   1. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or TO.
   2. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
   3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The VA does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
   4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
   5. The Contractor or Subcontractor must notify the CO immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or Subcontractor’s employ. The CO must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.
2. VA INFORMATION CUSTODIAL LANGUAGE
3. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
4. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor’s information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA information is returned to VA or destroyed in accordance with VA’s sanitization requirements. VA reserves the right to conduct on-site inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
5. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA CO within 30 days of termination of the contract.
6. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
7. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
8. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
9. If a Veterans Health Administration (VHA) contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
10. The Contractor/Subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
11. The Contractor/Subcontractor’s firewall and Web services security controls, if applicable, shall meet or exceed VA minimum requirements. VA Configuration Guidelines are available upon request.
12. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two (2) other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA CO for response.
13. Notwithstanding the provision above, the Contractor/Subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA CO for response.
14. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.
15. INFORMATION SYSTEM DESIGN AND DEVELOPMENT
16. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6508, *VA Privacy Impact Assessment*.
17. The Contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
18. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. IT staff must also use the Windows Installer Service for installation to the default “program files” directory and silently install and uninstall.
19. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
20. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*, VA Handbook 6500, *Information Security Program* and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.
21. The Contractor/Subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
22. The Contractor/Subcontractor agrees to:
    1. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
       1. The Systems of Records (SOR); and
       2. The design, development, or operation work that the Contractor/Subcontractor is to perform;
    2. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and
    3. Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR
23. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the Contractor/Subcontractor is considered to be an employee of the agency.
    1. “Operation of a System of Records” means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.
    2. “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person’s name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.
    3. “System of Records” means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
24. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hot fixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.
25. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, based upon the severity of the incident.

1. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to VA that the patch has been validated as not affecting the Systems within ten (10) working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes based upon the requirements identified within the contract.
2. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the CO and the VA Assistant Secretary for OIT.
3. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE
   1. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, Contractors/Subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The Contractor’s security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA network involving VA information must be reviewed and approved by VA prior to implementation.
   2. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
   3. Outsourcing (Contractor facility, Contractor equipment or Contractor staff) of systems or network operations, telecommunications services, or other managed services requires C&A of the Contractor’s systems in accordance with VA Handbook 6500.3, *Certification and Accreditation* and/or the VA Office of Cyber Security (OCS) Certification Program Office. Government-owned (Government facility or Government equipment) Contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
   4. The Contractor/Subcontractor’s system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA CO and the ISO for entry into the VA POA&M management process. The Contractor/Subcontractor must use the VA POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor/Subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General (OIG). The physical security aspects associated with Contractor/Subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
   5. The Contractor/Subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The Government reserves the right to conduct such an assessment using Government personnel or another Contractor/Subcontractor. The Contractor/Subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
   6. VA prohibits the installation and use of personally-owned or Contractor/Subcontractor owned equipment or software on the VA network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, Statement of Work (SOW) or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.
   7. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the Contractor/Subcontractor or any person acting on behalf of the Contractor/Subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the Contractors/Subcontractors that contain VA information must be returned to VA for sanitization or destruction or the Contractor/Subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.
   8. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:
4. Vendor must accept the system without the drive;
5. VA’s initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
6. VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
7. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for VA to retain the hard drive, then;
8. The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
9. Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.
10. A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.
11. SECURITY INCIDENT INVESTIGATION
    1. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.
    2. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.
    3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
    4. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/Subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.
12. LIQUIDATED DAMAGES FOR DATA BREACH
    1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any Spend Plan Index (SPI) the Contractor/Subcontractor processes or maintains under this contract.
    2. The Contractor/Subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA OIG an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
    3. Each risk analysis shall address all relevant information concerning the data breach, including the following:
       1. Nature of the event (loss, theft, unauthorized access);
       2. Description of the event, including:
       3. date of occurrence;
       4. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
       5. Number of individuals affected or potentially affected;
       6. Names of individuals or groups affected or potentially affected;
       7. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
       8. Amount of time the data has been out of VA control;
       9. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
       10. Known misuses of data containing sensitive personal information, if any;
       11. Assessment of the potential harm to the affected individuals;
       12. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
       13. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
    4. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to VA liquidated damages in the amount of $37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
       1. Notification;
       2. One (1) year of credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
       3. Data breach analysis;
       4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
       5. One (1) year of identity theft insurance with $20,000.00 coverage at $0 deductible; and
       6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.
13. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General (OIG), reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With ten (10) working day notice, at the request of the Government, the Contractor must fully cooperate and assist in a Government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by OIG. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

1. TRAINING
2. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
   * 1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems;
     2. Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;
     3. Successfully complete *Privacy and HIPAA Training* if Contractor will have access to PHI;
     4. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
     5. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access
3. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within one (1) week of the initiation of the contract and annually thereafter, as required.
4. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

**SECTION D**

This section is intentionally being left blank.

**SECTION E**

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR 1984 |
| 52.246-6 | INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR | MAY 2001 |
|  |  |  |

**SECTION F**

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |

**SECTION G**

1. Contract Administration: All contract administration matters will be handled by the following individuals and in accordance with paragraph 7.6 of the PWS.

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 0010B

Department of Veterans Affairs

Technology Acquisition Center

260 Industrial Way West

Eatontown, New Jersey 07724

2. Invoice and payment procedures shall be conducted in accordance with VAAR 852.273-76 and FAR 52.232-33. Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [Monthly]

3. Subcontracting Plan - Monitoring and Compliance

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

**SECTION H**

**H-1 ORGANIZATIONAL CONFLICT OF INTEREST**

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

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise, intentionally or unintentionally, due to the inherent nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future Department of Veterans Affairs (VA) and/or Interagency Program Office (IPO) contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide Program, Financial, and Acquisition Support to VA, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier which is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) If the Contracting Officer on the immediate or a subsequent acquisition(s) requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future VA and/or IPO contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan. For any breach of the above restrictions, or for nondisclosure or misrepresentation of any relevant interests required to be disclosed concerning this contract, the Government may, terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and/or VA and/or the Department of Defense (DoD) may pursue other remedies permitted by law or this contract.

Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor’s employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the specific potential or actual organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures. A physical separation should also be addressed. A plan should set forth that each individual working on the effort will be located separately for the duration of the effort with virtually no contact to other reporting chains.

(d) These restrictions shall apply to winning Offeror \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Contracting Officer insert the company name upon award of the contract]. This clause/restriction shall remain in effect for one year after completion of this contract.

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

(f) The Contractor’s employees shall be trained and informed of Subpart 9.5 of the FAR and this contract provision, and shall execute a Contractor-Employee Personal Financial Interest/Protection of Sensitive Information‖ Agreement as appropriate.

(g) The Contactor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the Contractor’s right to use, duplicate or disclose such information if such information was lawfully obtained by the Contractor from other sources.

(h) The Contractor agrees to enter into written agreements with all companies whose proprietary data he/she shall have access and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

(i) The Contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer.

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

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

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

(m) To the best of the Government’s knowledge, there are no known companies that have participated in the acquisition preparation process.

**H-2 INCORPORATION OF RATES AND LABOR DESCRIPTIONS**

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

**H-3 CONSENT TO ADD/DELETE SUBCONTRACTORS**

Following the award, the contractors must obtain written consent from the Contracting Officer prior to the addition or deletion of a subcontractor. In accordance with FAR 52.232-7, subcontractors may include profit on their loaded labor rates. However, in order to avoid excessive pass-through charges, prime profit will not be allowed on subcontractor loaded rates.

**SECTION I**

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

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

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

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

(End of Clause)

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| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | JAN 2012 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT 2010 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | APR 2010 |
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | DEC 2011 |
|  |  |  |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | DEC 2012 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | AUG 2012 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC 2010 |
| 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | FEB 2012 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | OCT 2010 |
|  |  |  |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS | AUG 2011 |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT 2010 |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) | JUL 2005 |
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | OCT 2010 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | MAR 2007 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL | JUN 2003 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP 2010 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT 2010 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP 2010 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB 2009 |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JUL 2012 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2011 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC 2007 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.225-5 | TRADE AGREEMENTS | NOV 2012 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-3 | PATENT INDEMNITY | APR 1984 |
| 52.227-14 | RIGHTS IN DATA--GENERAL | DEC 2007 |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS | JUN 1987 |
| 52.228-5 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR 2003 |
| 52.232-17 | INTEREST | OCT 2010 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | OCT 2008 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
|  |  |  |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.237-10 | IDENTIFICATION OF UNCOMPENSATED OVERTIME | OCT 1997 |
| 52.239-1 | PRIVACY OR SECURITY SAFEGUARDS | AUG 1996 |
|  |  |  |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY 2001 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-3 | CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS | SEP 2000 |
| 52.244-2 | SUBCONTRACTS | OCT 2010 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | DEC 2010 |
| 52.245-1 | GOVERNMENT PROPERTY | APR 2012 |
| 52.245-2 | GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES | APR 2012 |
| 52.245-9 | USE AND CHARGES | APR 2012 |
| 52.249-6 | TERMINATION – ALTERNATE IV (SEP 1996) | SEP 1996 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.251-1 | GOVERNMENT SUPPLY SOURCES | APR 2012 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |
| 852.203-70 | COMMERCIAL ADVERTISING | JAN 2008 |
| 852.203-71 | DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER | DEC 1992 |

**I.2 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

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

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting.* Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges*. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of Clause)

**I.3 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.6 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool*). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information.* Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at <http://www.whitehouse.gov/omb/procurement_index_exec_comp/>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

(End of clause)

**I.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

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

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

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541512 assigned to contract number .

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

(End of Clause)

**I.6 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate*.

(1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials*.

(1) For the purposes of this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit*. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services*.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services*. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

**I.7 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

**I.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

**I.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

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

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**I.11 VAAR 852.232-72 CONTRACTOR RESPONSIBILITIES (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, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of task order 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)

**I.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

**SECTION J**

ATTACHMENT A – PRICING SPREADSHEET



ATTACHMENT B – PERFORMANCE RISK ASSESSMENT QUESTIONNAIRE



**SECTION K**

**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is $25M.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[](i) 52.219-22, Small Disadvantaged Business Status.

[](A) Basic.

[](B) Alternate I.

[](ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[](iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[](iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[](v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[](vi) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

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

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

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FAR Clause # Title Date Change

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

(End of Provision)

**K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(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 Central Contractor Registration database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

**SECTION L**

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

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

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

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

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) | OCT 1997 |
| 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB 1999 |
| 52.222-46 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES | FEB 1993 |

**L.2 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

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

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

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

**L.3 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.237-10 | IDENTIFICATION OF UNCOMPENSATED OVERTIME | OCT 1997 |
| 852.233-70 | PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION | JAN 2008 |
| 852.233-71 | ALTERNATE PROTEST PROCEDURE | JAN 1998 |
| 852.273-74 | AWARD WITHOUT EXCHANGES | JAN 2003 |

**L.4 52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-- NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)**

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by--

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

(c) The offeror must establish fixed hourly rates using--

(1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;

(2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or

(3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

(End of Provision)

**L.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:

Mark Junda

Hand-Carried Address:

Department of Veterans Affairs

Technology Acquisition Center

260 Industrial Way West

Eatontown NJ 07724

Mailing Address:

Department of Veterans Affairs

Technology Acquisition Center

260 Industrial Way West

Eatontown NJ 07724

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

(End of Provision)

**L.6 PROPOSAL SUBMISSION**

1. INTRODUCTION

The Offeror’s proposal shall be submitted electronically by the date and time indicated in the solicitation via the Virtual Office of Acquisition (VOA) Portal as set forth below. The Offeror’s proposal shall consist of four volumes. The Volumes are I -Technical, II – Past Performance, III – Price, and IV Solicitation, Offer and Award Documents and Certifications/ Representations. The use of hyperlinks or embedded attachments in proposals is prohibited. Files shall not contain classified data. File sizes shall not exceed 100 MB. The web address for the VOA site is <https://www.voa.va.gov/>. Offerors are required to be registered users on the VOA website in order to submit proposals. Registration instructions can be found at the VOA website within the T4 Bidder’s Library. For registration or technical issues concerning proposal submission, contact voahelp@va.gov.

**WARNING:  Please do not wait until the last minute to submit your proposals!  Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror’s proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.**

1. PROPOSAL FILES

Offeror’s responses shall be submitted in accordance with the following instructions:

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

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

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

|  |  |  |
| --- | --- | --- |
| **Title** | **File Name** | **Page Limit** |
| **Volume I - Technical** | | |
| Technical | (PrimeOfferor)\_Tech.pdf | 25  Page Limit |
|  |  |  |
| **Volume II – Past Performance** |  |  |
| Section 1 | (Prime Offeror)\_CD.XLS(X) | No Page Limit |
| Section 2 | (Prime Offeror)\_PERF.PDF | 2 Page Limit per instance |
| Section 3 | (Prime Offeror)\_QUESTIONNAIRE.PDF | No  Page  Limit |
| **Volume III – Price** | | |
| Price | (Prime Offeror)\_Price.xls(x) | No Page Limit |
| **Volume IV -**  **SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS** | | |
| Solicitation, associated amendments, Representations and Certifications | (Prime Offeror)\_OFRREP.PDF | No Page Limit |

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

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

1. The Offeror shall address qualifications, certifications, availability, and expertise of proposed key personnel, to include any subcontractors proposed. Additionally, the Offeror shall include its proposed approach of how the effort required by the PWS will be allocated among the Offeror and its proposed subcontractors. The proposed subcontractors and allocation of work should be consistent between all of the evaluation factors. Note: Names of key personnel shall not be included in the Offeror’s proposal. Do not include resumes or curriculum viteas. If included, they will not be evaluated; however, they will count against the page limitations.
2. The Offeror shall provide a brief narrative on its mechanism to attract and retain its workforce necessary to meet the requirements of the PWS.
3. The Offeror shall provide a discussion of the management methodology, to include gaining a full understanding of the IPO mission; establishing collaborative relations; and integrating contractor support into operational activities. This description shall also specifically address the Offeror’s approach to meet the nimble, dynamic, and flexible support required by the IPO, to include addressing the onboarding process, and the ability to quickly ramp-up.
4. The Offeror shall describe its approach to effectively forecast and contain costs associated with a T&M contract type, through resource management, including any special financial tools or methods.
5. The Offeror shall provide a discussion of its technical approach to PWS paragraphs 5.1.8, 5.1.9, 5.1.10, 5.2 and 5.3, and all subparagraphs, with specific attention on illustrating knowledge-level and expertise in open source and Agile technologies; and the Project Management Accountability System (PMAS) methodology.
6. The Offeror shall provide a discussion of its program approach to the following programmatic areas:
   1. Budget and Financial Management Support to include:
7. Federal and VA multi-year programming or forward budgeting as part of an annual budget preparation process, budget execution process and analyzing budget data.
8. Developing budget operating plans, supporting a wide range of budget execution activities including monthly and quarterly reviews, tracking commitments, obligations and expenditures, data mining and reporting and analyzing budget data to include earned value management methodologies
9. Developing and implementing annual integrated Federal spend plans consistent with guidance and the prioritization of mission requirements; address issues related to current year execution and the transfer of funds to address emerging requirements or other Secretarial, OMB or Congressional mandates.
   1. Acquisition Management to include:
10. Federal and VA contract and acquisition document, timelines, process and policies.
11. Developing Life Cycle Cost Estimates (LCCE) by considering resources needed versus funds available to support the mission.
    1. Executive Support and Strategic Communications to include;
12. Collaboration Management, Congressional audit, annual reports to Congress, questions for the record, committee markups/distribution, and GAO audit actions.

(ii) VOLUME II – PAST PERFORMANCE FACTOR. This Volume shall contain the Past Performance proposal for both Past Performance Subfactors. Past performance of the Offeror and its proposed major subcontractors will be evaluated.  The Prime Offerors shall submit up to five (each major subcontractors shall submit up to three) instances of Government and/or Commercial contracts (prime contracts, task/delivery orders, and/or major subcontracts) in performance during the past two years from the date of issuance of solicitation, which are relevant to the efforts required by this solicitation. Relevancy includes tasks similar to those found within the PWS paragraphs 5.1 through 5.8. Data concerning the Prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order.

Submission of the Offeror’s past performance proposal volume is encouraged seven days before the Solicitation’s closing date. The Past Performance volume shall be organized into the following sections:

1. Section 1 – Contract Descriptions.  This section shall include the following information:
2. Contractor/Subcontractor CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone number).
3. Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, and telephone number.
4. Contracting Officer’s Representative (COR), current e-mail address, and telephone number.
5. Program Manager or technical equivalent, current e-mail address, and telephone number.
6. Commercial Contract Point of Contact, Email Address, Tel & Fax Number.
7. Contract Number and task order number (if applicable), period of performance, and total contract value.
8. Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

1. Section 3 - Past Performance Assessment Questionnaire. Past Performance Assessment Questionnaire, found at Section J, Attachment B, must be completed and submitted for all contract(s)/task order(s) identified in Section 1. Questions in the Past Performance Assessment Questionnaire found in Part III pertain to the Program Performance Subfactor, and questions found in Part IV pertain to the Cost Control Subfactor. The entire questionnaire shall be sent to the pertinent Contracting Officer, COR, Program Manager, and Commercial POC, as applicable, who shall then complete and forward directly to Contract Specialist, Robert Kately at Robert.Kately@va.gov.

(iii) VOLUME III – PRICE FACTOR

For each Government labor category specified in Section J, Attachment A, the Offeror shall input all loaded labor rates into the Excel Pricing Attachment provided with this RFP. Loaded labor rates proposed shall be two decimal places. T&M rates will be incorporated into any contract, as binding rates, resulting from this RFP. For the prime contractor and each subcontractor, only those labor categories which have hours proposed for them in the proposal will be included in the contract. Additional subcontractors may be added in the same format as provided in the Excel Pricing Attachment in each respective tab.

In the Excel Pricing Attachment, the total proposed hours allocated between the Prime and subcontractor(s) shall not exceed the Government-provided hours for each task. The estimated labor hours are for evaluation purposes only and do not obligate the Government to award such labor hours.

Dollar values for travel and ODCs have been provided in the spreadsheet for evaluation purposes also.

The apportionment of hours should reflect a realistic assessment of each team member’s expected participation/contribution to the effort. Offerors are cautioned to ensure that the allocation of work among the prime contractor and the subcontractors indicated in the Price proposal corresponds to the distribution of work indicated in the Technical Volume and Past Performance Volume. Each labor category specified by the Government in the RFP must be addressed by either the prime, at least one of the subcontractors or both (i.e., no un-addressed labor categories). The Offeror is required to provide and pay for its employees’ personal computer equipment, phones and calls, copiers, fax machines, office supplies, mail costs, etc. utilized while at Off-Site work locations. The cost for these items shall be incorporated into the overhead cost or G&A that is included in the proposed loaded hourly rates and will not be allowed as ODCs in the contract. The Offeror shall use the format as depicted in the Excel spreadsheets set forth in Section J of the RFP. A man year is based on 1920 hours.

Allowable loadings are specified in FAR 52.232-7(b) (5), Payments under Time and Materials and Labor Hour Contracts, may be added and must be specified. If not included in the proposal, they may not be added during contract performance. The Government will not pay subcontractor rates greater than those contained in the contract.

Pricing shall be based on the information provided in the Excel Pricing Attachment. The Offeror shall identify within the price proposal how they meet the requirements of VAAR 852.219-10, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. This shall include all SDVOSBs and corresponding labor dollars for each.

All Offerors should propose using an estimated award date of September 1, 2013.

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

Certifications and Representations - An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

1. Solicitation Section A – Standard Form 33 and Acknowledgement of Amendments, if any.
2. Solicitation Section K – Representations, Certifications and Other Statements of Offerors.
3. Any proposed exceptions to solicitation terms and conditions. Offerors are hereby advised that any offeror-imposed terms and conditions which deviate from the Government’s material terms and conditions established by the Solicitation, may render the Offeror’s proposal Unacceptable, and thus ineligible for award.

**SECTION M**

**M.1 BASIS FOR AWARD**

A. BASIS FOR AWARD

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

B. FACTORS TO BE EVALUATED

1. TECHNICAL

2. PAST PERFORMANCE: The Past Performance Factor has two subfactors: Cost Control and Program Performance. The Cost Control Subfactor is slightly more important than the Program Performance Subfactor.

3. PRICE

C. EVALUATION APPROACH

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

In accordance with VAAR 852.219-10,"VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside,” this competition is being conducted as a total 100% Service-Disabled Veteran-Owned Small Business (SDVOSB) set aside. The Government intends to award a contract to a verified SDVOSB concern as a result of this Solicitation.  Offers received from concerns that are not SDVOSB concerns shall not be considered. In order to be eligible to participate, by the proposal submission date and time:

(a)Offerors must first be verified in the Vendor Information Pages (VIP) Database and qualify as a small business under the North American Industry Classification System 541611; and,

(b)Should the Prime Offeror be verified in the VIP Database as an SDVOSB, the Government will then verify that at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible SDVOSB concerns.  “Other eligible SDVOSB concerns” must similarly meet Federal small business size standards for the NAICS code and must be listed in the Vendor Information Pages as verified.  (In the context of a T&M contract type, “cost of personnel” is defined as loaded labor dollars only. It does not include other directs costs, such as, but not limited to, travel, material, nor is it a calculation based on a percentage of total labor hours.)

The Government shall first evaluate whether all Offerors meet the requirements of VAAR 852.219-10. Should an Offeror not meet those requirements, the Government shall not further evaluate proposal submissions from Offerors and those proposals shall be eliminated from competition.

In the event the contracting officer seeks clarification or engages in communications with an Offeror before establishment of a competitive range, based on the foregoing, it does not signal that an Offeror is eligible to participate in the competition or that the Government opened discussions or will ultimately conduct discussions. Further, if clarifications or communications with an Offeror before establishment of a competitive range are conducted, revisions to proposals will not be permitted at this stage.

Additionally, in accordance with VAAR 852.219-10, at the time of award, Offerors must also be verified in the VIP Database and at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible SDVOSB concerns. In the event the Government determines that an Offeror has not complied with the VAAR 852.219-10 set aside requirements, it will be determined that the Offeror’s proposal fails to conform to a material term or condition of the solicitation, is unacceptable and thus, ineligible for award.

CAUTION TO OFFERORS: Due to Organizational Conflict of Interest concerns with the type of work being contemplated under this effort, Offerors are cautioned that the successful Offeror on this effort, who then becomes the contractor/awardee, in all likelihood, will not be eligible for award on future acquisition(s) related to the program, financial, and/or acquisition support services provided.

1. TECHNICAL EVALUATION APPROACH

The evaluation process will consider the following:

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

b. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner. The Government reserves the right to evaluate the Offeror’s proposed labor rates to determine if the proposed rates are unrealistically low in order solely to assess the feasibility of the Offeror’s technical approach. Unrealistically low labor rate(s) may indicate a high-risk approach to contract performance. However, if the Government deems it necessary to conduct discussions regarding a low labor rate(s) indicating a high-risk approach, and as a result of those discussions an Offeror adjusts its labor rates, then those revised labor rates will also be assessed as part of the pricing formula set forth under the Price Factor. Since the proposed labor rates are binding, the Government’s cost evaluation shall not be adjusted as a result of this analysis due to the fact that the Government is not performing a cost realism analysis. This analysis, if undertaken, is for the limited purpose of aiding the agency in measuring the risk of the Offeror’s approach to meeting the Performance Work Statement (PWS) requirements.

2. PAST PERFORMANCE EVALUATION APPROACH

The Past Performance evaluations, within both subfactors, will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, “Offeror” refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one who will be providing 20% or more of the resources to execute the work, or, whose subcontract is for 20%or moreof the total proposed Price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive each of the Offeror’s Past Performance subfactor ratings. The subfactor ratings will then be assessed to derive an overall Past Performance Factor rating.

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

For the Cost Control Subfactor, the Government will evaluate aspects of cost and price. For the Program Performance Subfactor, areas to be evaluated may include but are not limited to quality of product or service, timeliness of performance or adherence to delivery schedules, and/or effectiveness in program management (to include use and control of subcontractors).

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

3. PRICE EVALUATION APPROACH

Time and Materials (T&M) contract. The total evaluated price will equal the sum of the total proposed labor, total Materials/Other Direct Costs (ODC), and total travel costs (including associated General and Administrative(G&A)/Material Handling Costs) for the entire contract period, including options. All Offerors shall utilize the estimated hour amount set forth in the solicitation. The Government will verify the Offeror’s calculation of the total proposed price. The Government may adjust the Offeror’s proposed total evaluated (Time and Materials) T&M Price if mathematical errors are identified. The estimated labor hours are for evaluation purposes only and do not obligate the Government to award such labor hours.