

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 138	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER TBD		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED B D (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724				CODE		8. ADDRESS OFFER TO (If other than tem 7) Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724			

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_  
Until 5 00PM EST local time December 19, 2014  
(Hour) (Date)

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

10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.		C. E-MAIL ADDRESS T4NG.Onramp@va.gov	
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X	H	SPECIAL CONTRACT REQU REMEN					

### FF R (Must b fully c mpleted by fferor)

NOTE: tem 12 does not apply if the solicitation includes the ovisions at 52.2 -16, eptance Per .

12. In compliance with the above, the undersigned agrees, his offer is acce d with \_\_\_\_\_ c ndar days calendar d s unless different period is inserted b he offeror) from the date for receipt of offers specified above, to furnish any or a ems upon whic rices a offered at the ice set o osite each ite delive at the designated point(s), in the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		DUNS:	DUNS+4:	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK F REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE				17. SIGNATURE		18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN N (4 copies unless otherwise specified)		ITEM	
24. ADM NISTERED BY (If other than tem 7) Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724		CODE		25. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971 PHONE: FAX:	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

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

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

### B.1 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto, as permitted by FAR 12.212. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (*e.g.*, restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 141 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*) Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 2.21-4, 52.22-14, 2.227-9 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. The Contractor shall deliver to the Government all data first produced under this Contract/Order with unlimited rights as defined by FAR 52.227-14. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

### B.2 HYBRID CONTRACT TYPE

The contract type is a hybrid containing: Firm-fixed-Price (FFP), Time-and-Materials (T&M)/Labor-hour (LH), Cost reimbursement (CR) line items.

**B.3 PRICE SCHEDULE:**

**NOTE: FOR PROPOSAL PURPOSES ONLY, CLIN PRICING IS NOT REQUIRED IN SECTION B OF THIS SOLICITATION.**

All price proposals must be submitted in the format provided at Section J, Attachment 001. The deliverables associated with Contract Line Item Numbers (CLIN) 1004 through 1010 shall be submitted for each task order and included in the price/cost of each task order. The specific deliverables under CLINs 1004 through 1010 will not be set forth under individual Task Orders.

<b>PRICE SCHEDULE</b>					
<b>BASE PERIOD</b>					
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COSTS</b>	<b>TOTAL COST</b>
<b>1001</b>	<p><b><u>Firm-Fixed-Price Line Item</u></b></p> <p>SECURITY CLASS: Determined at Task Order Level</p> <p>This CLIN is to provide Information Technology (IT) services and incidental supplies on a FP basis for a period of 60 months from date of award in accordance with (IAW) the Transformation Twenty-One Total Technology Next Generation (T4NG) Performance Work Statement (PWS) set forth in Section C.</p> <p>Specific requirements and pricing shall be set forth under individual Task Orders.</p> <p>Inspection, Acceptance, and Free on Board (FOB) Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual Task Order.</p> <p>The delivery or performance schedule shall be determined on each individual Task Order.</p>				

1002	<p><b><u>Time-and-Materials/Labor-Hour Line Item</u></b></p> <p>SECURITY CLASS: Determined at Task Order Level</p> <p>This CLIN is to provide IT services and incidental supplies on a T&amp;M/LH basis for a period of 60 months from date of award IAW the T4NG PWS set forth in Section C.</p> <p>Specific requirements and pricing shall be set forth under individual Task Orders.</p> <p>Inspection, Acceptance, and FOB Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual Task Order.</p> <p>The delivery or performance schedule shall be determined on each individual Task Order.</p>				
1003	<p><b><u>Cost Reimbursement Line Item</u></b></p> <p>SECURITY CLASS: Determined at Task Order Level</p> <p>This CLIN is to provide IT services and incidental supplies on a CR basis for a period of 60 months from date of award IAW the T4NG PWS set forth in Section C.</p> <p>Specific requirements and pricing shall be set forth under individual Task Orders.</p> <p>Inspection, Acceptance, and FOB Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual Task Order.</p>				

	The delivery or performance schedule shall be determined on each individual Task Order.				
1004	<p><b><u>Contractor's Progress, Status, and Management Report</u></b></p> <p>Monthly Status Report shall be provided IAW Section C, PWS, Paragraph 8.1.1(A) and (B)(C)(D) and (E), and Section J Attachment 003 when applicable to Task Order contract type.</p> <p>FOB Point: Destination Inspection/Acceptance: Destination</p>			NSP	NSP
1005	<p><b><u>Contract Performance Report</u></b></p> <p>Contract Performance Report shall be provided IAW Section C, PWS, Paragraph 8.1.2 (A) and (B), and Section J Attachments 004 (T&amp;M) and 005 (CR) when applicable to Task Order contract type. Report not applicable for FFP Task Order.</p> <p>FOB Point: Destination Inspection/Acceptance: Destination</p>			NSP	NSP
1006	<p><b><u>Government Furnished Equipment Status Report</u></b></p> <p>Government Furnished Equipment Status Report shall be provided IAW Section C, PWS, Paragraph 8.1.3 (A-K) and Section J, Attachment 006.</p> <p>FOB Point: Destination Inspection/Acceptance: Destination</p>			NSP	NSP
1007	<p><b><u>Personnel Contractor Manpower Report</u></b></p> <p>Personnel Contractor Manpower Report shall be provided IAW Section C, PWS, Paragraph 8.1.4 (A-S) and Section J, Attachments 007 and 008.</p>			NSP	NSP

	FOB Point: Destination Inspection/Acceptance: Destination				
<b>1008</b>	<b><u>Contractor Staff Roster</u></b>  Contractor Staff Roster shall be provided IAW Section C, PWS, Paragraph 8.1.5 and Section J, Attachment 009.  FOB Point: Destination Inspection/Acceptance: Destination			NSP	NSP
<b>1009</b>	<b><u>Small Business Participation Report</u></b>  Small Business Participation Report shall be provided IAW Section H, clause H-4 Small Business Participation Requirements, and Section J, Attachment 010.  FOB Point: Destination Inspection/Acceptance: Destination			NSP	NSP
<b>1010</b>	<b><u>Veterans Employment Certification Report</u></b>  Veterans Employment Certification Report IAW Section H, clause H-5 and Section J, Attachment 011.  FOB Point: Destination Inspection/Acceptance: Destination			NSP	NSP

**Contract Maximum/Minimum Ceiling:**

IAW Section I, clause 52.216-22 entitled, “Indefinite Quantity” the Maximum value of the T4NG contract is \$22.3 Billion. The maximum overall value of the T4NG On-ramp award is \$11.9B. IAW Section I, clause 52.216-22 entitled, “Indefinite Quantity” the Minimum guaranteed value under the T4NG On-ramp contract is \$250,000. The Government intends to compete initial orders to the maximum extent possible; however, the Government reserves the right to award initial orders on a sole source basis pursuant to FAR 16.505(b)(2)(i)(D) at amounts which may exceed the minimum guaranteed value.

The ceiling price as set forth in Section I, clause 52.232-7 entitled, “Payments under Time-and-Materials and Labor-Hour contracts” will be established for each individual Time-and Materials Task Order.

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

**Performance Work Statement (PWS)**

**for the**

**Transformation Twenty-One Total Technology**

**Next Generation (T4NG)**

**Program**

**DRAFT**

**DATE: JANUARY 25, 2019**

**Department of Veterans Affairs**

**Office of Procurement, Acquisition and Logistics Technology Acquisition Center (TAC)**



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## 1.0 SCOPE

This PWS establishes the requirements for Contractor-provided solutions in support of IT. Contractor-provided solutions may support the Department of Veterans Affairs (VA) and other Federal Agencies. The Contractor shall provide total IT services solutions including the following functional areas: program management, strategy, enterprise architecture and planning; systems/software engineering; software technology demonstration and transition; test and evaluation; independent verification and validation; enterprise network; enterprise management framework; operations and maintenance; cybersecurity; training; IT facilities; and other solutions encompassing the entire range of IT and Health IT requirements, to include software and hardware incidental to the solution. Accordingly, Task Orders may include acquisitions of software and IT products. T4NG is not intended as a mechanism to solely purchase IT products. Such products may be purchased to the extent that those products are necessary to deliver the solution required. These services, as well as related IT products, may encompass the entire life-cycle of a system. Moreover, services and related products covered under this contract shall be global in reach and the Contractors must be prepared to provide services and deliverables worldwide.

This PWS provides general requirements. Specific requirements shall be defined in individual Task Orders. Functional area requirements are described in Section 4.0 and are not mutually exclusive for Task Order requirements. Requirements may fall within one specific functional area but in many cases, the requirements will encompass and apply across and within multiple functional areas to provide the total life cycle solution.

## 2.0 APPLICABLE DOCUMENTS

The Contractor shall comply with the documents listed below. Additional documents may be listed in individual Task Orders.

1. 44 U.S.C. § 3541-3549, "Federal Information Security Management Act (FISMA) of 2002"
2. "Federal Information Security Modernization Act of 2014"
3. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
4. FIPS Pub 199. Standards for Security Categorization of Federal Information and Information Systems, February 2004
5. FIPS Pub 200, Minimum Security Requirements for Federal Information and Information Systems, March 2016
6. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
7. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
8. Public Law 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006, title IX Information Security Matters
9. 10 U.S.C. § 2224, "Defense Information Assurance Program"
10. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
11. VA Directive 0710, "Personnel Security and Suitability Program," June 4, 2010, (<http://www1.va.gov/vapubs/>)
12. VA Handbook 0710, "Personnel Security and Suitability Program," May 2, 2016 (<http://www1.va.gov/vapubs/>)
13. VA Directive 6102 (Internet/Intranet Services), July 15, 2008 (<http://www1.va.gov/vapubs/>)

14. VA Handbook 6102 (Internet/Intranet Services), July 15, 2008 (<http://www1.va.gov/vapubs/>)
15. Health Insurance Portability and Accountability Act (HIPAA); 45 CFR Part 160, 162, and 164; Health Insurance Reform: Security Standards; Final Rule dated February 20, 2003
16. VHA Handbook 1605.05, Business Associate Agreements, July 22, 2014(<http://www.va.gov/vhapublications/>)
17. 36 C.F.R. Part 1194 “Electronic and Information Technology Accessibility Standards,” July 1, 2003
18. Office of Management and Budget Circular A-130, “Managing Federal Information as a Strategic Resource”, July 28, 2016
19. U.S.C. Section 552a, as amended
20. Title 32 CFR 199, “Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)”
21. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
22. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. Section § 794d), as amended, January 18, 2017
23. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
24. VA Directive 6500, “Managing Information Security Risk: VA Information Security Program,” September 20, 2012 (<http://www1.va.gov/vapubs/>)
25. VA Handbook 6500, “Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program, March 10, 2015 (<http://www1.va.gov/vapubs/>)
26. VA Handbook 6500.1 “Electronic Media Sanitization,” November 3, 2008 (<http://www1.va.gov/vapubs/>)
27. VA Handbook 6500.2 “Management of Beaches Involving Sensitive Personal Information (SPI)”, July 28, 2016 (<http://www1.va.gov/vapubs/>)
28. VA Handbook 6500.3, “Assessment, Authorization, And Continuous Monitoring Of VA Information Systems,” February 3, 2014
29. VA Handbook, 6500.5, Incorporating Security and Privacy in System Development Lifecycle,” March 22, 2010 (<http://www1.va.gov/vapubs/>)
30. VA Handbook 6500.6, “Contract Security,” March 12, 2010 (<http://www1.va.gov/vapubs/>)
31. VA Handbook 6500.8, “Information System Contingency Planning”, April 6, 2011 (<http://www1.va.gov/vapubs/>)
32. Office of Information and Technology (OI&T) Process Asset Library (PAL) <https://www.va.gov/process/>. \_ Reference Process Maps at <https://www.va.gov/process/maps.asp> and Artifact templates at <https://www.va.gov/process/artifacts.asp>
33. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Rev 4, Security and Privacy Controls for Federal Information Systems and Organizations, January 22, 2015 (<http://csrc.nist.gov/publications/PubsSPs.html>)
34. Federal Travel Regulation (FTR) ([www.gsa.gov/federaltravelregulation](http://www.gsa.gov/federaltravelregulation))
35. One-VA Technical Reference Model (TRM) (<https://www.va.gov/trm/TRMHomePage.aspx>)
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69. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
70. Executive Order 13833 “Efficient Federal Operations”, dated May 17, 2018
71. Executive Order 13211, “Energy-Efficient Standby Power Devices,” August 2, 2001
72. VA Directive 0058, “VA Green Purchasing Program”, July 19, 2013  
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### 3.0 GENERAL REQUIREMENTS

The Contractor shall provide and/or acquire the services, hardware, and software required by individual Task Orders pursuant to the general requirements specified below.

#### 3.1 Contract Type

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) Multiple Award Task Order (MATO) contract. Individual Task Orders shall be issued on a performance-based T&M, CR, and/or FFP basis.

#### 3.2 Ordering Period

The ordering period for the basic T&M On-Ramp contract shall be five (5) years.

#### 3.3 Hours of Work

Work at a Government site shall not take place on Federal holidays or weekends unless directed by the CO. The Contractor may also be required to support 24/7 operations 365 days per year as identified in individual Task Orders.

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

Under current definitions, four are set by date:

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

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

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

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September

Columbus Day  
Thanksgiving

Second Monday in October  
Fourth Thursday in November

### **3.4 Place of Performance**

The place of performance shall be identified in individual Task Orders. Locations will be Government or non-Government sites within the continental United States (CONUS) and/or outside the continental United States (OCONUS). Locations may include but are not limited to Federal, State, VA, or military data centers, facilities, regional offices, benefits delivery centers, medical treatment facilities, health clinics and Tricare facilities as defined in individual Task Orders.

### **3.5 Travel**

Travel shall be IAW individual Task Order requirements. Travel details must be provided to and approved by the CO's Representative (COR) or the Government designee prior to the commencement of travel. All travel shall be IAW the Federal Travel Regulations (FTR). OCONUS travel may require additional authorization and approvals as specified in the individual Task Order.

### **3.6 Materials, Equipment and Locations**

#### **3.6.1 Government Furnished**

Government Furnished Property (GFP) which includes Government Furnished Material (GFM), Government Furnished Information (GFI) and Government Furnished Equipment (GFE) may be provided and shall be identified in the individual Task Order. The Contractor shall be responsible for conducting all necessary examinations, inspection, maintenance and tests upon receipt. The Contractor shall be responsible for reporting all inspection results, maintenance actions, losses, and damage to the Government through the VA Technology Acquisition Center (TAC) website.

VA may provide VA specific software as appropriate and required in individual Task Orders. The Contractor may utilize VA provided software development and test accounts, document and requirements repositories and others as required for the development, storage, maintenance and delivery of products. Contractors shall comply with VA security policies and procedures with respect to protecting sensitive data. See Section 6.0 for detailed security requirements.

#### **3.6.2 Contractor-Acquired**

The Contractor shall acquire and/or provide any hardware and/or software required to accomplish each Task Order that is not provided as GFP. Software integrity shall be maintained by the Contractor within the licensing agreement of the producer until such software is delivered to the Government, or otherwise disposed of IAW Government direction. Items delivered to the Government shall be approved by the Government in advance of purchase and shall be in compliance with PWS paragraphs 3.8 and A3.0. See Section 6.0 for detailed security requirements.

#### **3.6.3 Non-Developmental Items and Commercial Processes**

Non-Developmental Items (NDI), Commercial-Off-The-Shelf (COTS) and Government-Off-The-Shelf (GOTS) products shall be used to the maximum extent. The Contractor shall apply commercially available and industry best processes, standards and technologies to the maximum extent.

### **3.6.4 Connectivity**

VA will provide connectivity to VA specific systems/network as required for execution of the task via VA approved remote access technology. Currently this may include but is not limited to Citrix Access Gateway (CAG), site-to-site VPN, or VA Remote Access Security Compliance Update Environment (RESCUE). This remote access will provide connectivity to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, PAL, Primavera, and Remedy, including appropriate seat management and user licenses. VA may install equipment at the Contractor's site to ensure security requirements are in place. The Contractor must meet the requirements of VA Handbook 6500 and will bear the cost to provide connectivity to VA. Other connectivity to VA systems may be authorized as appropriate in individual Task Orders.

### **3.6.5 Facilities**

Work may be performed at either a Government or non-Government facility. Each Task Order shall delineate the location requirements.

#### **3.6.5.1 Government Facilities**

Certain Government office or laboratory space may be made available for performance of individual Task Orders. Contractors may be required to establish operations and support Government locations and shall comply with VA and/or Federal assessment and authorization (A&A) requirements. Such facilities shall be specified in the individual Task Order.

#### **3.6.5.2 Non-Government Facilities**

Personnel may perform Contractor or remote facilities if specified in the individual task order. Contractors may be required to establish operations and support Contractor facilities and shall comply with VA and/or Federal A&A requirements. Such facilities shall be specified in the individual Task Order. The Contractor shall disclose specific facility information during the Request for Task Execution Plan (RTEP) process. All facilities shall be approved by VA and in compliance with PWS paragraph 6.0, Security and Privacy.

### **3.6.6 Warranty**

Items acquired under this contract may require warranty protection. Commercial warranties shall be transferred to the Government. The type of warranty and extent of coverage shall be determined on an individual Task Order basis.

### **3.6.7 Marking, Handling, Storage, Preservation, Packaging, Tracking & Shipping**

The Contractor shall establish/maintain procedures IAW VA Handbook 6500 and VA Directive 6609 for handling, storage, preservation, packaging, marking, tracking and shipping to protect the quality of products and prevent damage, loss, deterioration, degradation or substitution of products.

### **3.6.8 Export Control**

The Contractor shall comply with all applicable laws and regulations regarding export-controlled information and technology and shall not use, distribute, transfer or transmit technology (even if

incorporated into products, software or other information) except in compliance with such laws and regulations. In addition, the Contractor shall plan for, obtain, and maintain any and all export licensing required to satisfy individual Task Order requirements.

### **3.7 Safety and Environmental**

Safety and environmental procedures shall be identified in individual Task Order requirements.

The Contractor shall comply with the Office of Federal Sustainability Acquisition and Electronics Stewardship initiatives as identified in individual Task Orders IAW the policies referenced at <https://www.sustainability.gov/resources-eo-efo.html>

### **3.8 Enterprise and IT Framework**

#### **3.8.1 VA Technical Reference Model**

For VA specific task orders, the Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T Technical Reference Model (VA TRM) and consider the VA Enterprise Technology Strategic Plan. The VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the IT used to develop, operate, and maintain enterprise applications. Moreover, the VA TRM, which includes the Standards Profile and Product List, serves as a technology roadmap and tool for supporting OI&T.

#### **3.8.2 Federal Identity, Credential, and Access Management (FICAM)**

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

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

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

(FIPS) 201-2. OMB Memoranda M-04-04, M-05-24, and M-11-11 can be found at: <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy04/m04-04.pdf>, <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>, and <https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf> respectively. Contractor delivered applications and systems shall be on the FIPS 201-2 Approved Product List (APL). If the Contractor delivered application and system is not on the APL, the Contractor shall be responsible for taking the application and system through the FIPS 201 Evaluation Program.

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

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

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

### **3.8.3 Internet Protocol Version 6 (IPv6)**

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005 (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-22.pdf>) and September 28, 2010

([https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov\\_docs/transition-to-ipv6.pdf](https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/transition-to-ipv6.pdf)). IPv6 technology, in accordance with the USGv6 Profile, NIST Special Publication (SP) 500-267 (<https://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication500-267.pdf>), the Technical Infrastructure for USGv6 Adoption (<https://www.nist.gov/programs-projects/usgv6-program>), and the NIST SP 800 series applicable compliance (<https://csrc.nist.gov/publications/sp>) shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. In addition to the above requirements, all devices shall support native IPv6 and/or dual stack (IPv6 / IPv4) connectivity without additional memory or other resources being provided by the Government, so that they can function in a mixed environment. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 and/or dual stack (IPv6/ IPv4) users and all internal infrastructure and applications shall communicate using native IPv6 and/or dual stack (IPv6/ IPv4) operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services in dual stack solutions, in addition to OMB/VA memoranda, can be found at: <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

### 3.8.4 Trusted Internet Connection (TIC)

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M08-05 mandating Trusted Internet Connections (TIC)

(<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-05.pdf>), M08-23 mandating Domain Name System Security (NS EC) (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-23.pdf>), and shall comply with the Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0

[https://www.dhs.gov/sites/default/files/publications/TIC\\_Ref\\_Arch\\_v2.2\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/TIC_Ref_Arch_v2.2_2017.pdf).

### 3.8.5 Standard Computer Configuration

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

### 3.8.6 Enterprise Management Framework

The Enterprise Management Framework (EMF) provides an enterprise-wide view of VA IT systems comprised of tools, reports, databases, dashboards, and analytics. EMF enables OI&T to view the health and performance of systems and provides intelligent analysis and trending that enables proactive enterprise system management. Performance, availability, user experience and reliability of IT service delivery is improved as OI&T is able to make strategic, operational and investment decisions based on real-time information.

EMF supports a unified enterprise service management model including release management, configuration management, change management, and incident management aligned with industry standard IT Infrastructure Library (ITIL) service management best practices. The EMF Federated Data Repository (FDR) includes the implementation of a foundational component. The EMF FDR is a national repository that collects enterprise IT management data from VA Managed Data Repositories (MDRs) and integrates with existing VA monitoring and performance systems.

Additional frameworks may be specified in individual task orders.

### 3.8.7 Authoritative Data Sources

The VA Enterprise Architecture Repository (VEAR) is one component within the overall Enterprise Architecture (EA) that establishes the common framework for data taxonomy for describing the data architecture used to develop, operate, and maintain enterprise applications. The Contractor shall comply with the department's Authoritative Data Source (ADS) requirement that VA systems, services, and processes throughout the enterprise shall access VA data solely through official VA ADSs where applicable, see below. The Information Classes which compose each ADS are located in the VEAR, in the Data & Information domain. The Contractor shall ensure that all delivered applications and system solutions support:

1. Interfacing with VA's Master Veteran Index (MVI) to provision identity attributes, if the solution relies on VA user identities. MVI is the authoritative source for VA user identity data.
2. Interfacing with Capital Asset Inventory (CAI) to conduct real property record management actions, if the solution relies on real property records data. CAI is the authoritative source for VA real property record management data.
3. Interfacing with electronic Contract Management System (eCMS) for access to contract, contract line item, purchase requisition, offering vendor and vendor, and solicitation information above the micro-purchase threshold, if the solution relies on procurement data. ECMS is the authoritative source for VA procurement actions data.
4. Interfacing with HRSmart Human Resources Information System to conduct personnel action processing, on-boarding, benefits management, and compensation management, if the solution relies on personnel data. HRSmart is the authoritative source for VA personnel information data.
5. Interfacing with Vet360 to access personal contact information, if the solution relies on VA Veteran personal contact information data. Vet360 is the authoritative source for VA Veteran Personal Contact Data.

6. Interfacing with VA/Department of Defense (DoD) Identity Repository (VADIR) for determining eligibility for VA benefits under Title 38, if the solution relies on qualifying active duty military service data. VADIR is the authoritative source for Qualifying Active Duty military service in the VA.

### 3.9 Development Methodologies

The Contractor may support a Service-Oriented Architecture (SOA) that is a flexible set of design principles used during the phases of systems development and integration which will be specified at the task order level. The deployed SOA-based architecture will be deployed on a secure, scalable, interoperable and dynamic platform that has the end to end visibility and manageability from application services to the networking components level and that can be used within multiple domains.

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

For VA specific task orders, the Contractor shall perform their duties consistent with the processes defined in the OIT Process Assistant Library (PAL). The PAL scope includes the full spectrum of OIT functions and activities, such as VI project management operations, service delivery, communications, acquisition, and resource management. PAL serves as an authoritative and informative repository of searchable processes, activities or tasks, roles, artifacts, tools and applicable standards and guides to assist the OIT workforce, Government and Contractor personnel. For VA specific Task Orders, the Contractor shall follow the PAL processes to ensure compliance with policies and regulations and to meet VA quality standards. The PAL includes the contractor onboarding process consistent with Section 6.2.2 and can be found at [https://www.va.gov/PROCESS/artifacts/maps/process\\_CONB\\_ext.pdf](https://www.va.gov/PROCESS/artifacts/maps/process_CONB_ext.pdf). The main PAL can be accessed at [www.va.gov/process](http://www.va.gov/process).

The Contractor shall use an incremental development methodology such as Agile unless otherwise specified at the task order level.

### 3.10 Integrated Product Teams

The Contractor may be required to serve as a member of, or provide Subject Matter Expertise to Integrated Product Teams (IPTs) or Integrated Business Teams (IBTs) within VA. Their role(s) will be identified in individual Task Orders. IPTs and IBTs are cross-functional teams that work collaboratively to develop strategies and approaches to meet particular objectives. IPTs and IBTs bring together the principal stakeholders and focus efforts on establishing critical elements of all phases of the acquisition lifecycle.

### 3.11 Quality Assurance

If a Contractor is required to develop a significant portion of any mission critical systems/software product under this contract, the Contractor may be required to demonstrate they, or the Subcontractor



performing the task, are operating at a specified Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration (CMMI) for Development (CMMI-DEV) level; CMMI for Acquisition (CMMI-ACQ) level; CMMI for Services (CMMI-SVC) level; and/or International Organization for Standardization and International Electrotechnical Commission (ISO/IEC) 20000, Institute of Electrical and Electronics Engineers (IEEE) 1012, or ISO 9001:2008, ITIL 2011).

If required at the Task Order level, the rating of CMMI Level III or below shall be stated as well as the date of the rating, the identification of the rating organization, the projects/divisions that were evaluated as part of the evaluation and the rating achieved by the specific business unit the Contractor is proposing on systems/software efforts. The Government reserves the right to validate the systems/software developers' process assertions and representations by conducting an evaluation by VA or a third party or appraisals of the Contractor's organization and Subcontractors using commonly accepted Industry/Government validation practices.

### 3.12 Transition and Orientation Support

The Contractor shall perform transition and orientation services (e.g. develop Phase-In/Phase-Out Transition Plan) to insure continuity of services as specified in the individual Task Order. Transition and orientation support may include transitioning support services to Government or Contractor personnel.

### 3.13 Government Inspection and Oversight

The Contractor shall cooperate with authorized Government officials in all facilities access, audits, security incident notification and hosting location. Specifically, the Contractor (and any Subcontractor) shall:

- a. Provide the CO, designated representative CO, and representatives of authorized Government offices full and free physical and remote logical access to the Contractor's (and Subcontractors') facilities, installations, operations documentation, databases, and personnel used for contract hosting services. This access shall be provided to the extent required to carry out audits, inspections, device scanning utilizing Government prescribed tools, investigations, or other reviews to ensure compliance with contractual requirements for IT and information security, and to safeguard against threats and hazards to the integrity, availability, and confidentiality of agency information in the possession or under the control of the Contractor (or Subcontractor)
- b. Fully cooperate with all audits, inspections, investigations, or other reviews conducted by or on behalf of the CO or other authorized Government offices as described in subparagraph (a). Full cooperation includes, but is not limited to, prompt disclosure (per agency policy) to authorized requests of data, information, and records requested in connection with any audit, inspection, investigation, or review, making employees of the Contractor available for interview by auditors, inspectors, and investigators upon request, and providing prompt access (per agency policy) to Contractor facilities, systems, data and personnel to the extent the auditors, inspectors, and investigators reasonably believe necessary to complete the audit, inspection, investigation, or other review. The Contractor's (and any Subcontractors') cooperation with audits, inspections, investigations, and reviews conducted under this clause will be provided at no additional cost to the Government
- c. Preserve such data, records, logs and other evidence which are reasonably necessary to conduct a thorough investigation of any computer security incident. A computer security incident (as

defined in NIST SP 800-61, Computer Security Incident Handling Guide), including but not limited to, those constituting an actual or potential threat or hazard to the integrity, availability, or confidentiality of agency information in the possession or under the control of the Contractor (or Subcontractor), or to the function of information systems operated by the Contractor (or Subcontractor) in the performance of this contract

- d. Promptly notify the designated agency representative in the event of any computer security and privacy incident as described in paragraph (c) above. This notification requirement is in addition to any other notification requirements which may be required by law or this contract. Established Federal agency timeframes for reporting security and privacy incidents to the United States Computer Emergency Readiness Team (US-CERT), although not exhaustive, serve as a useful guideline for determining whether reports under this paragraph are made promptly. (See NIST SP 800-61, Computer Security Incident Handling Guide, Appendix J)
- e. Provide to the requestor (CO, a representative of the CO, or authorized Government offices) Government data, information, or records under the control of or in the possession of the Contractor pursuant to this contract, which the Agency or authorized Government offices, including the Office of Inspector General, may request in furtherance of other audits, inspections, investigations, reviews or litigation in which the Agency or other authorized Government offices are involved in the form specified at the task order level. Requests for production under this paragraph shall specify a deadline not less than 10 days for compliance which will determine whether response to the request has been made in a timely manner. Unless expressly provided otherwise elsewhere in this contract, the production of data, information, or records under this paragraph will be at no additional cost to the Government.
- f. Include the substance of this Section, including this paragraph (f) in any subcontract which would require or otherwise result in Subcontractor employees having access to agency information in the possession or under the control of the Contractor (or Subcontractor), or access to information systems operated by the Contractor (or Subcontractor) in the performance of this contract
- g. Ensure that all hosting services pertaining to this contract are performed within the United States of America, including the storage of agency data, information, and records under the control of or in the possession of the Contractor pursuant to this contract

#### **4.0 TECHNICAL FUNCTIONAL AREAS**

Individual Task Orders may encompass more than one functional area listed below. Further functional area details are described to provide greater insight into the complexity and uniqueness of some potential Task Order requirements covered by this PWS. Functional area requirements are not mutually exclusive and may apply across multiple functional areas. Efforts to be performed by the Contractor under this contract are of such a nature that they may create a potential organizational conflict of interest as contemplated by Subpart 9.5 of the Federal Acquisition Regulation (FAR). Contractor personnel may be required to sign a non-disclosure agreement.

##### **4.1 Program Management, Strategy, Enterprise Architecture and Planning Support**

The Contractor shall provide Program and Project Management, monitoring and analysis, strategy, enterprise architecture and planning support on an enterprise or individual project level. Program Management support is critical to the organization achieving strategic goals and fulfilling mission requirements within programmatic constraints.

#### **4.1.1 Strategy and Planning**

The Contractor shall provide services that facilitate strategic decisions for an organization with respect to its current and future IT structure and program integration. This includes conducting a systematic assessment and redesign of the key technologies, business processes, activity-based costing and organizational structures; streamlining processes, properly aligning the organization to reflect the way work gets done, and deploying proven supporting technologies where appropriate. The outcome of future studies and assessments may contribute to an overarching IT strategy, aligned with business goals, objectives, and healthcare and benefits initiatives 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 measurable objectives related to the overall IT strategy and operations. All recommendations and plans must comply with Federal legislation and be consistent with Federal policy, standards, and guidelines such as: the Government Performance and Results Act, Clinger-Cohen, the Federal Activities Inventory Reform Act, the Paperwork Elimination Act, among others.

#### **4.1.2 Standards, Policy, Procedure and Process Development, and Implementation Support**

The Contractor shall provide support in the development/and or evaluation of new Standards, Policy Directives, Operating Procedures, Processes and/or assessments on their impacts when implemented.

#### **4.1.3 Requirements Development and Analysis support**

The Contractor shall provide requirements development support as required by individual Task Orders. Requirements associated with iterative methodology occur at any phase of the development lifecycle. Therefore requirements definition shall be structured to meet the incremental delivery needs of a particular project or program. Requirements support may include, but is not limited to:

- A. Enterprise analysis
- B. Business and Application architecture
- C. Business Process Reengineering
- D. Feasibility studies
- E. Requirements planning and management
- F. Requirements gathering
- G. Use Case development
- H. Agile requirements methods
- I. Requirements analysis
- J. Change management
- K. Peer Reviews
- L. Solution Assessment and Validation
- M. Business Process Modeling and workflow management

##### **4.1.3.1 Requirements Packages**

The Contractor shall provide requirements package support that may include, but is not limited to:

- A. Assistance in developing Statements of Objectives, Statements of Work, PWSs, Performance Specifications, Rough Orders of Magnitude (ROM), cost estimates, Quality Assurance Surveillance Plans, and associated acquisition documentation

- B. Technical advice and assistance regarding proposal evaluation
- C. Market research, evaluation, and recommendations of technical alternatives

#### **4.1.4 Technology Refresh and Configuration Reviews**

The Contractor shall perform technology refresh and configuration reviews to include any structure or process for realizing innovations that provides for business or technical changes. Technology refresh allows for upgrading technology or improving processes as well as helping enterprises move their businesses forward by adopting formal procedures to manage business and technical innovations. Technology refresh ensures new innovations are reviewed and adopted as required. The Contractor shall provide appropriate domain specific recommendations commensurate with unique organizational requirements.

#### **4.1.5 Studies and Analyses**

The Contractor shall perform studies and analyses. Such studies/analyses may include, but are not limited to logistics/supportability, engineering, financial, operational, business processes, healthcare and benefits systems and applications to include mobile applications, healthcare and benefits analytics, modernization of existing systems and applications (e.g. VistA), and interoperability and/or information sharing of healthcare and benefits systems across Federal agencies as well as public and private healthcare and benefits systems. The Contractor shall perform non-recurring engineering studies and analyses to evaluate the viability of potential solutions, alternatives to various technical issues and challenges, and emerging products or technology. The Contractor shall perform the evaluation of unproven technology applications and identification of potential risks. The development of pre-production or COTS-based prototypes may be required.

#### **4.1.6 Program Management Support**

The Contractor shall provide program management support to accomplish the administrative, managerial, logistical, integration and financial aspects (Program, Planning, Budget and Execution (PPBE)) specified in individual task orders. The Contractor shall identify an individual as the primary contact point for all programmatic issues/concerns/status. The Contractor may be required to provide subject matter expertise to coach, mentor and/or consult with Government Program Managers to plan and execute the processes prescribed by industry and government best practices consistent with organizational policies and procedures as specified in individual Task Orders. For VA specific task orders, the Contractor shall support VA efforts IAW VIP that enables a flexible program/project management process that allows VA to deliver usable and useful products centered on the needs of users, through more frequent releases. VIP provides the processes, practices, and guidance for delivering high-quality; secure IT capabilities through a deep embrace of Agile methodologies and principles. The Contractor shall support project management functions and reporting which include, but are not limited to:

- A. Project Planning
- B. Schedule Management
- C. Financial Management
- D. Earned Value Management (EVM)
- E. Quality Management
- F. Resource Management
- G. Requirements Management
- H. Communications Management
- I. Project Change Management
- J. Organizational Change Management

- K. Risk Management
- L. Performance Management
- M. Knowledge Management (KM)

#### **4.1.7 Product Data**

The Contractor shall review, develop and/or submit Product Data that shall be identified in individual Task Orders as deliverables. Product Data may define configuration items, associated processes and procedures, and other items throughout the applicable life cycle. Various types of Product Data, include but are not limited to, engineering drawings, form, fit and function requirements, design documentation, specifications, software configuration documentation, software code, interface control documentation, Management/project Plans, reports and analyses, VIP artifacts, quality assurance provisions, and/or commercial item descriptions may be required. The Contractor may be required to apply Computer-Aided Design (CAD), and Computer Automated Engineering (CAE) methods/systems to support concurrent design integration with manufacturing and logistics considerations.

#### **4.1.8 IT Services Management Support**

The Contractor shall be responsible for recommending and supporting the development of IT service management plans, practices, infrastructures and systems utilizing industry best practices such as Information Technology Infrastructure Library (ITIL) to minimize negative impact on the IT enterprise. IT services management includes, but is not limited to:

- A. Change Management
- B. Release Management
- C. Configuration Management
- D. Incident Management
- E. Problem Management
- F. Service Desk Management
- G. Availability Management
- H. Capacity Management
- I. Event Management
- J. Data & Storage Management
- K. Service Level Agreements (SLA)

#### **4.1.9 Development Toolkits**

The Contractor shall be responsible for recommending and supporting the utilization of development toolkits (e.g. IBM Rational ClearCase).

### **4.2 Systems/Software Engineering**

The Contractor shall provide engineering expertise to analyze system concept, system design and interoperability, and provide recommendations for optimization. The Contractor shall review and analyze development, production, and system support proposals. The Contractor shall conduct trade-off/best technical approach analyses including cost estimation and cost benefit (e.g. Return on Investment (ROI)), analysis of alternatives, engineering studies, develop System Engineering Plans (SEPs), design plans, and technical reports as specified in the individual task order.

The Contractor shall provide systems/software engineering support for any or all phases of the system/software lifecycle to include Acquisition Strategy, Requirements Development, Requirements Management, Use Case Development, Risk Management, Architecture Design, Performance Engineering, Capacity Planning, System/Software Development, Test and Evaluation, and Sustainment. Requirements Development associated with iterative methodologies may occur at any phase of the development lifecycle. Therefore, requirements definition shall be structured to meet the incremental delivery needs of a particular project or program.

During the lifecycle process, software engineering support includes, but is not limited to software system reliability assessments, participation on governance boards and IPTs. The Contractor shall ensure the dependencies, interoperability, availability, reliability, maintainability and performance of the system as a whole within government provided guidelines specified in the individual task order.

The Contractor shall provide Business Process Modeling (BPM) to include clinical and benefits workflows and Business Process Reengineering (BPR) support to system/software engineering efforts. This includes developing activity and process models for analysis of requirements and identification of improvement opportunities. BPM may be a requirement for some software development projects.

#### **4.2.1 Design and Development**

The Contractor shall provide services with respect to all aspects and life-cycle phases which includes, but are not limited to planning, programming, requirements analysis, design, coding and unit testing, system integration testing, implementation maintenance and updating of systems, applications, and/or services. This includes, but is not limited to healthcare and benefit information processing payroll processing, financial management systems decision support systems and workflow management systems. The Contractor shall be fully cognizant of the implications of the VA strategic plan.

#### **4.2.2 Architecture Development**

The Contractor may support the enhancement of Enterprise Architectures and associated Technical Reference Models, as well as the development of Business Line Architectures and Solution Architectures. The Contractor may be involved in enterprise architecture assessments as well as infrastructure assessments. The Contractor may support the development of strategies and governance processes for architectures.

The Contractor may:

- A. Develop process and data models derived from the VA Strategic Plan.
- B. Develop the architecture, common infrastructure and services needed to support systems development (e.g. VistA, SOA, Open Source products)
- C. Use common infrastructure and services to minimize the effort required to deliver new functional capabilities at a lower cost
- D. Retire older systems and build new systems that are scalable and extensible by building them based on reusable services on commodity IT products
- E. Conduct audits/assessments of the architectures and/or infrastructure

#### **4.2.3 IT Service Management Implementation**

The Contractor shall implement IT service management plans, practices, infrastructures and systems utilizing industry best practices such as ITIL and to minimize negative impact on the IT enterprise. IT services management includes, but is not limited to:

- A. Change Management
- B. Release Management
- C. Configuration Management
- D. Incident Management
- E. Problem Management
- F. Service Desk Management
- G. Availability Management
- H. Capacity Management
- I. Event Management
- J. Data & Storage Management

#### **4.2.4 Enterprise Application/Services**

The Contractor shall perform requirements analysis, system analysis, development and implementation support for core functional business and support applications and services, process re-engineering and adaptation of IT solutions in support of environments internal and external to the organization.

Application support may include, but not limited to advanced collaboration capabilities, workflow, business process modeling, business process modeling translation, system modeling and simulation, software development, executive dashboards, enterprise search and discovery, project management and scheduling tools and applications and advanced multi-media support for training and marketing requirements.

#### **4.2.5 Cloud Computing**

The Contractor may be required to design and implement a cloud computing solution. The Contractor may also be required to support an existing cloud computing environment. Cloud computing is a delivery model for IT services based on the Internet, typically involving the provision of dynamically scalable and often virtualized resources as a service over the Internet. Cloud computing delivers common business applications online which are accessed from a web browser, while the software and data are stored on servers. These applications are broadly divided into the following categories, but are not limited to Infrastructure as a Service (IaaS), Software as a Service (SaaS), Utility Computing, Web Services, Platform as a Service (PaaS), Managed Service Providers (MSP), Service Commerce, and Internet Integration.

#### **4.2.6 Web Application Design and Development**

The Contractor shall provide services for evaluation, planning, requirements analysis, design, coding and unit testing, system integration testing, implementation, deploying, providing service to, maintaining or updating a web-based application or web-enabling a current system.

#### **4.2.7 Mobile Application Design and Development**

The Contractor shall provide services for evaluation, planning, requirements analysis, design, coding and unit testing, system integration testing, implementation, deploying, providing service for distributing, maintaining or updating a mobile application.

#### **4.2.8 Human-Computer Interaction**

The Contractor shall provide services related to analysis, design, evaluation, implementation, and testing of interactive and wearable computing systems for human use to include, but is not limited to telehealth, natural language processing, and 508 compliance.

#### **4.2.9 System/Software Integration**

The Contractor shall provide systems/software integration support to include planning, updating architecture models, interoperability specifications and analysis, system interface specifications, service definitions, and segmented architecture for the transition, integration, and implementation of IT systems.

#### **4.2.10 Modeling and Simulation**

The Contractor shall provide the personnel, equipment, tools and facilities necessary to model, simulate, and/or analyze IT services, systems, networks and other infrastructure or IT components in operation in the computing environment or under development. The Contractor may be required to model, simulate, or predict performance based on variables such as network latency, end-user device performance, and system-component upgrades. Modeling and simulation support may also include creating prototype implementations or developing mathematical models, as well as biomedical modeling and simulation. The level and type of modeling and simulation support required will be specified in the individual task order.

#### **4.2.11 Informatics Services**

The Contractor shall provide the following informatics services include, but is not limited to assisting in the evaluation, analysis and recommendation of current improvements and technology insertions, particularly in the areas of e-business, technology and architectures, health sciences, benefits management, collaboration tools and software, exchanging information and integrating systems and using data and KM. The Contractor shall develop, recommend, and implement KM strategies, policies, procedures, and best practices. The Contractor shall analyze and estimate the impact, operational effect, and supportability that the new technology will have on the existing processes, lifecycle cost, schedule, tradeoffs, interoperability, performance, suitability and other salient characteristics. The Contractor shall design, develop, implement, and maintain information management structures, systems and applications. In addition, the Contractor shall analyze new requirements and existing systems to determine and identify separable functions that are common across systems and potentially can be accommodated by COTS software, or alternatively by custom developed software. The Contractor shall conduct software engineering assessments on business process support systems to provide evaluation of modifiability, portability, reusability, performance and other quality areas. The Contractor shall also develop guidelines to include system/software architecture, software development processes, management indicators/quality metrics, requirements specifications and documentation standards. Data architecture repository and data architecture services are also included.

#### **4.2.12 Engineering and Technical Documentation**

The Contractor shall prepare and/or revise/update Engineering, User and Technical Documentation, Reports, and Manuals for existing or newly developed projects, software applications or systems.



#### **4.2.13 Current System and Data Migration**

These systems are in various stages of the lifecycle from Concept Exploration through and including Production, Deployment and system decommissioning. The migration of current systems and corresponding data to a common and enforced architecture within the VA Network is the goal. Software engineering, data management, and Database Architecture support is required from the Contractor in the areas of computer resource management, analysis of technical documentation, participation in technical reviews, evaluation of test plans, system and integration testing, applicability studies and analysis of common software, and in the decommissioning of current systems.

#### **4.2.14 Development Toolkit Support**

The Contractor shall provide services that may include, but are not limited to acquisition and installation, administration, and maintenance of development toolkits (e.g. IBM Rational ClearCase).

### **4.3 Software Technology Demonstration and Transition**

The Contractors shall provide demonstrations and transition support for advanced software technologies. This functional area involves evaluating existing and emerging software technology products against the needs of current system development and support efforts, demonstrating specific technologies in the context of supported systems, and transitioning effective technology solutions into use. Current technology areas of focus for VA include software architectures, databases, web-based applications, mobile applications, telehealth, enterprise solutions, wireless, and security. This mission is a critical aspect of VA's ability to improve and modernize its software engineering capability.

### **4.4 Test & Evaluation (T&E)**

The Contractor shall provide T&E support in all phases of the systems/software development life cycle, to include preparation of test plans and procedures, design tests cases, conduct tests, witness tests and provide technical support, coordinate test plans IAW appropriate regulations, and analyze/evaluate/document test results. The Contractor shall participate in technical analyses, code reviews and other reviews as required.

### **4.5 Independent Verification and Validation (IV&V)**

The Contractor shall provide an independent review of products developed by other entities. The Contractor shall review, evaluate, validate and verify processes, procedures and methodologies used in developing, testing, maintaining and securing third-party systems/software.

### **4.6 Enterprise Network**

The Contractor shall provide systems/network administration and infrastructure support, as well as data, voice and video systems services to meet the organization requirements.

#### **4.6.1 Systems/Network Administration**

The Contractor shall provide comprehensive support for the establishment, operation, administration, maintenance, migration, monitoring, analysis, and retirement of information systems, storage systems, network systems and security systems in locations worldwide for IT equipment currently within, or under consideration for procurement by VA, or other agencies. This includes, but is not limited to systems that

support end-to-end Fault, Configuration, Administration, Performance, and Security (FCAPS) aspects of managing a network.

#### **4.6.2 Network and Telecommunications Infrastructures**

The Contractor shall provide services related to designing, delivering, operating, monitoring, maintaining, transitioning and decommissioning solutions up to turn-key communications systems. This may include, but is not limited to planning networks, designing infrastructure, engineering, installing, testing, and maintaining these network infrastructures. This includes all types of voice, data, and video networks, including converged networks of all three, as well as cloud computing solutions. These capabilities may also be provided as a service, e.g. voice-as-a-service (VaaS) and may be provided from telecommunications carriers.

##### **4.6.2.1 Data Communications Systems**

The Contractor shall provide services related to designing, delivering, operating, monitoring, maintaining, transitioning and decommissioning solutions for both secure and non-secure data communications systems which may include but is not limited to network management equipment, Asynchronous Transfer Mode (ATM) equipment, Internet Protocol (IP) equipment, channel banks, high-to-low level multiplex equipment, switching systems, Private Branch Exchange (PBX) systems, computer telephony interfaces, Channel Service Units (CSU), Digital Service Units (DSU), wireless, encryption tools and interfaces, signal conversion and interface equipment. This also includes all systems residing on the customer premises, beyond the carrier demarcation point.

##### **4.6.2.2 Voice Systems**

The Contractor shall provide services related to designing, delivering, operating, monitoring, maintaining, transitioning and decommissioning solutions for both secure and non-secure voice systems. This includes both existing systems as well as new installations. The voice systems will vary in size, location, network configuration, and functionality. This may include, but is not limited to engineering, furnishing, installing, and maintaining of legacy Private Branch Exchange (PBX) systems, Hybrid Voice over Internet Protocol-Time Division Multiplex (VoIP-TDM) systems, VoIP Systems, Automatic Call Distribution (ACD) systems, Intelligent Call Routing Systems, Healthcare and benefits specific systems, call center specific systems, and Interactive Voice Response (IVR) Systems. This will include working with leased voice solutions from telecommunications carriers.

##### **4.6.2.3 Video Systems**

The Contractor shall provide services related to designing, delivering, operating, monitoring, maintaining, transitioning and decommissioning solutions for both secure and non-secure video systems which may include Closed Circuit Television (CCTV), Cable TV (CATV), Video Teleconference (VTC) and desktop Local Area Network (LAN) VTC systems and web-based collaboration tools. These video systems may include, but are not limited to cameras, recorders, multipoint bridges, Integrated Services Digital Network (ISDN) and dial up systems, amplifiers, microphones, compression equipment, equalizers, remote controls, special optical enhanced equipment and video interface equipment. Video distribution may be wireless or over fiber optics, coaxial cable or twisted pair copper cable. The Contractor shall provide technical support for web-based collaboration training and other solutions.

#### **4.6.2.4 Local Area Network (LAN)/Wide Area Network (WAN) Systems**

The Contractor shall provide services related to designing, delivering, operating, monitoring, maintaining, transitioning and decommissioning solutions for both secure and non-secure turn-key LAN and WAN systems and components.

These systems may include the components of the physical layer including, but not limited to, inside and outside cable plant, wireless LAN, and WAN components. In terms of equipment, this may include, but is not limited to routers, Ethernet switches, multiplexers – Synchronous optical networking (SONET), Dense Wavelength Division Multiplexing (DWDM), network test equipment and network management systems.

#### **4.6.2.5 Software Defined Networks**

The Contractor shall provide services related to software defined network solutions.

#### **4.6.2.6 Other Transmission Systems**

The Contractor shall provide services related to designing, delivering and maintaining solutions for both secure and non-secure transmission systems which may include, but are not limited to single and multi-mode fiber optics, fiber optic multiplexing equipment, wireless, Radio Frequency (RF), satellite communications, fiber-to-copper and copper links, repeaters, switching protection and encryption.

### **4.7 Enterprise Management Framework**

The Contractor shall provide services in support of executing the EMF, to include but not limited to:

- A. Development of Open Database Connectivity (ODBC)/Java Database Connectivity (JDBC) connectors from existing file-based tools (for example, spreadsheets, SSIS) to a federated data repository
- B. Performance, Functionality and Validation testing and documentation of technologies (for example: WAN optimization, thin computing, virtualization, de-duplication, Virtual Desktop Infrastructure (VDI))
- C. Testing which may involve the comparison of multiple technology vendors in support of a specific technology direction
- D. Evaluation of the emerging technologies that enable organizational efficiencies
- E. Development of solution driven architecture
- F. Analysis and review of proposed solutions (internal and external) for technical merit and compliance to Organizational Technical Standards and published Standards
- G. Information regarding any/all systems operating in the VA computing environment for inclusion in the One-VA Systems Inventory.

### **4.8 Operations and Maintenance (O&M)**

The Contractor shall operate, repair, and maintain systems, applications, and IT environments in support of applications and/or system components for various environments. Environments requiring O&M tasks may include pre-production, production, test, training, disaster recovery/fail over, or any other combination of IT accounts. O&M includes but is not limited to, preventive maintenance and scheduled maintenance, activities to retain or restore systems (such as testing, measurements, replacements, and adjustments), and other routine work required to maintain and/or enhance IT systems. The Contractor may also be required to provide software, infrastructure, platform, telecommunications and storage as a service through a subscription or other means. The Contractor may also be required to recommend best

practice for requirements analysis, planning, design, deployment and ongoing operations management and technical support. The Contractor shall also maintain a current and up-to-date library of all operational documentation, logs of operational events, maintenance of operational monitoring and management tools, operational scripts and operational procedures.

#### **4.8.1 Systems/Network Administration**

The Contractor shall support IT hardware, operating systems, installation of software, monitoring and adjusting system performance, application of patches, security updates and service packs, repairs and upgrades of IT hardware. The Contractor shall monitor system resources such as processor, memory and disk utilization using automated monitoring tools, Monitor system logs, create system backups, schedules and tape allocation, establish/maintain access authorizations, perform installations, upgrades or replacements as required. All default software passwords shall be changed prior to moving to a production environment.

#### **4.8.2 Application Support**

The Contractor shall provide code level support for applications, scripts, and middleware software, including code review, debugging and patching, as well as error correction, defect repair and training of applications. The Contractor shall configure and install upgrades/patches to provided software per maintenance agreements using change and release management.

#### **4.8.3 Hardware Support**

The Contractor shall install, configure, patch repair, upgrade, or remove hardware systems, components and operating system. All default hardware passwords shall be changed prior to moving to a production environment.

#### **4.8.4 Security Management**

The Contractor shall provide services for A&A, IT security awareness, information protection awareness, organizationally mandated audit preparation, security test and evaluations, security incident management, and vulnerability analysis and testing.

#### **4.8.5 Disaster Recovery (DR) and Continuity of Operations (COOP)**

The Contractor shall provide services related to any and all methodologies pertaining to disaster recovery and business continuity. The range of recovery services under this functional area covers the spectrum from partial loss of function or data for a brief amount of time to a “worst-case” scenario in which a man-made, natural disaster, or IT failure results in the loss of the entire IT enterprise. Services may be required during any timeframe from initial declaration of a disaster to final recovery of all business processes.

#### **4.8.6 Capacity/Availability Planning and Management**

The Contractor shall perform services and analysis to ensure that IT capacity meets current and future business requirements in a cost-effective manner, based on historical utilization patterns and volume and forecast based on emerging requirements. The Contractor shall monitor availability and maintenance requirements to sustain IT service-availability to support business in a cost-effective manner.

#### **4.8.7 Service/Help Desk/Call Center Support**

The Contractor shall deliver the full array of services, staff, and expertise to operate and maintain Service Desk/Help Desk/ Call Center functions as specified in individual Task Orders. The Contractor shall be required to participate in/support various aspects of applicable Service Operation processes (e.g., Incident Management, Event Management, Request Fulfillment, Access Management, Problem Management, etc.) as prescribed by the Task Order. The Contractor shall perform in a manner that is consistent with industry standard and best practice guidelines, while operating within the IT Service Management (ITSM) frameworks adopted and governed by organization policies, procedures and practices. Service-level requirements, metrics and other specifics shall be defined in each Task Order. Provide software system administration and operational support onsite or remotely as required. Install new software releases to supported locations/facilities/sites as required. This may include, but is not limited to individual computer and peripheral maintenance and desk side services.

#### **4.8.8 Asset Management**

The Contractor shall provide asset management support to include, but not limited to, inventory and utilization of software and hardware assets.

#### **4.8.9 License Maintenance**

The Contractor shall acquire, manage and maintain licenses and/or commercial maintenance agreements for use on all proprietary and commercial software as appropriate.

#### **4.8.10 Database and Data Warehouse Administration**

The Contractor shall provide services related to all data management, Database Management Systems (DBMS) and database applications including, but not limited to, logical and physical modeling and design/redesign, installation, administration, tailoring, tuning, troubleshooting, integrating, patching, upgrading, reporting, COOP, and backup/recovery/archiving/encryption and encryption key management. Development and maintenance, optimization, transition and decommissioning of Extract Transform Load (ETL) capabilities and scripts de-personalization of data, and data protection procedure development. The Contractor shall also provide data mining and Business Intelligence (BI) expertise to include, but is not limited to, product recommendation, selection, implementation, dashboard and report development, BI strategies, decision support, and data/report distribution. The Contractor shall also provide expertise to include enterprise capture, curation, storage, search, processing, sharing, transfer, analysis, virtualization, etc. This includes near real-time analytics including unstructured and structured, large and complex data on an enterprise scale. The Contractor may also be required to meet broad-based interoperability requirements at the Federal, state and local level.

#### **4.8.11 Data Center Administration**

The Contractor shall provide operations for the administration of Data Centers to include preventive maintenance, emergency services, and corrective services. Services may include the following: preventive maintenance schedules, coordination and tracking of service visits, physical site inspections, invoice reviews for services, review of service reports, and resolution of service issues.

Physical operations and maintenance may include data center cleaning, Uninterruptible Power Supply (UPS) and battery maintenance, freestanding and rack-based power distribution of equipment, power and data cable physical inspections and corrections, generator and automatic transfer switch equipment, fire

suppression and detection equipment, air-conditioning equipment, building Heating, Ventilation, and Air Conditioning (HVAC) and other physical facility maintenance tasks.

Data Center Administration may also include data center planning and design, power and cooling analysis, feasibility studies, risk assessments, site selection, energy usage assessments, virtualization strategies, optimization evaluations, and business continuity and disaster recovery, relocation or consolidation and IT technology roadmap planning.

The Contractor shall provide services related to software defined data center that includes a topology that extracts, pools and automates computations, networks and storage over multiple data centers including those owned by enterprises and service providers.

## **4.9 Cyber Security**

The Contractor shall define and deliver strategic, operational and process aspects of cyber security solutions. The Contractor shall ensure adequate LAN/Internet, data, information, and system security IAW organization standard operating procedures, conditions, laws, and regulations. The Contractor shall follow all applicable organization policies and procedures governing information security. VA mandates compliance with the protection of Personal Identification Information (PII).

### **4.9.1 Information Assurance (IA)**

The Contractor shall identify, mitigate and resolve IA issues and concerns. The Contractor shall develop/contribute to guidelines/plans/policies, analyses and reviews that require IA expertise in the areas of assessments, monitoring, maintaining, reviewing and processing A&A, accreditation/certification, Program Protection Plan (PPP) evaluation, and other cybersecurity related activities and mandates.

### **4.9.2 Logical Security**

The Contractor shall establish, using National Institute Standards and Technology (NIST) Special Publications as a guide, secure logical and physical infrastructures for Information Systems (IS) environments including, but not limited to, security plans, risk assessments, access controls, directory services, compliance monitoring, firewalls, intrusion detection/scanning systems, anti-virus tools, privacy data assessment, and PII and other data protection policies. This function includes providing details for security awareness training, personnel security, policy enforcement, incident handling procedures, and separation of duties within an organization. In addition, the Contractor shall recommend and implement current best practices for the widest range of operating systems, database, networks, and application security, taking current best practices, industry standards, and Government regulations and policies into account.

### **4.9.3 Assessment and Authorization**

The Contractor shall obtain commercial and/or organization specific certifications/authorizations for new or modified systems, applications, designs, equipment or installations IAW applicable organization standards specified by individual Task Orders. Specific activities include, but are not limited to security certifications, or comprehensive assessments of the management, operational, and technical security controls in an information system to determine the extent to which the controls are implemented correctly.

#### **4.9.4 Security Operating Support**

The Contractor shall provide operations support for Security Services including, but not limited to, Intrusion Detection Systems (IDS) and Intrusion Prevention System (IPS), Network Discovery, Security Device Monitoring, Compliance Scanning, Vulnerability Scanning Service (VSS), Vulnerability Management assistance, Patch Management, Anti-Virus Management Service (AVMS), Incident Response capabilities, Digital Forensics, Computer Network Defense, and Managed E-Authentication Service (MEAS). The operation support shall include, but is not limited to Managed Firewall Service (MFS), Web Content filtering monitoring, Virtual Private Network (VPN) or secure remote access maintenance and monitoring, and Web Application Firewalls. The Contractor shall provide services on a local or enterprise level. The Contractor shall also participate in security functions required to ensure the integrity and availability of computer systems including, but not limited to, security safeguard reviews, audits, reporting suspected security violations, acting to secure system environments, monitoring and responding to computer security alerts. Security Operating Support shall also include enterprise wide analysis of security based architecture, i.e., placement of Network Intrusion Prevention System (NIPS) devices, Centralized log management solutions, and data correlation activities.

#### **4.10 Training**

The Contractor shall identify training requirements, obtain or develop training programs and conduct training for technologies, systems, applications and products at any stage of the lifecycle. This includes, but is not limited to IT workforce development and competency-based training, newly developed systems, as well as existing deployed systems, current systems, and any updates or changes to migrated systems. The Contractor shall develop training plans, manuals and other training documents or training aids. Electronic training tools such as video teleconferencing and computer-based training shall be employed to enhance the effectiveness of training materials and courses. The Contractor shall conduct training for personnel to ensure proper operation, maintenance and use of systems, applications and products. The Contractor shall provide training and knowledge transfer to technicians and other staff with regard to services and associated products delivered under any functional areas described herein. The training allows personnel the ability to operate and maintain the product or process in the future. The Contractor shall identify and/or provide any additional training required by end-users, technicians, or any other staff for implementation, maintenance and use of deliverables specified in individual Task Orders.

#### **4.11 Information Technology Facilities**

The Contractor shall provide a total IT solution to the client to include incidental facility design and modification services, conducting site surveys, facility connectivity, and installation.

##### **4.11.1 Incidental Facility Design and Modification Services**

The Contractor shall provide infrastructure design, installation, and modification services to support the IT solution. These activities may include, but are not limited to the modification of rooms or buildings at existing sites to support the information transport infrastructure required by the IT solution, furnishing and installing Category 5 or greater Unshielded Twisted Pair (UTP) and single or multimode fiber optic cabling, telecommunications pathways and spaces, work area outlet terminations, patch panels, racks, cabinets, fire-stop, fire suppression, telecommunications grounding and bonding, designing and installing fire-suppression systems. Affected rooms or buildings will be intended to host IT systems and provide work areas for the personnel operating them. Required activities may also include the dismantling and removal of the existing infrastructure in order to provide the modification services. This work shall be coordinated with the appropriate organization prior to the issuance of the work order. The work and the project approval documents must be executed by the appropriate installation engineering office and executed within the parameters of those approvals. The review may include, but is not limited to, master

plan/land use plan compliance, utility systems capacity, and/or environmental constraints. Associated activities will be limited to incidental facility modification related to the project and would involve minimal real property maintenance, repair or modification activities.

#### **4.11.2 Site Surveys**

The Contractor shall perform the site surveys necessary to develop comprehensive plans for the installation of information transport systems and IT work areas. The survey shall provide input to Fixed Station Configuration Management Plans to include equipment reconfiguration requirements. This effort shall include, but is not limited to fully developed and dimensioned floor plan layouts, bills-of-material, telecommunications pathways and spaces, COOP/DR, telecommunications cabling, power distribution, environmental conditioning, test and cutover plans, grounding, access floor systems, lighting, backboards, labor estimations, required Government Furnished Equipment (GFE) and materials.

#### **4.11.3 Facility Connectivity**

The Contractor shall provide expertise in the design and installation of IT distribution systems which may include, but are not limited to, any and all approved inside plant fiber and copper media, media connectors, patch panels, fiber distribution cabinets, patch cords, pre-terminated cable assemblies, entrance facilities, first level backbone, second level backbone, horizontal distribution, termination blocks, wireless network components, cross-connects, and inter-connects. Knowledge of outside plant and aerial distribution methods may be required.

#### **4.11.4 Installation**

The Contractor shall install hardware and software/firmware as specified by individual Task Orders. Installation may involve fabrication of mounts, brackets and/or installation kits to include cabling, connections, and interconnecting devices. The Contractor shall assist the Government in identifying all equipment and utilities required for installation at the installation site, including Government Furnished Equipment/Material. The Government, with Contractor assistance, shall ensure that the required equipment, utilities, and resources are available at the installation site.

#### **4.11.5 Physical Security Systems**

The Contractor shall develop, implement and/or maintain the physical security functions to include building access guides, restricted access levels to facilities, biometrics or alarm systems.

### **5.0 DELIVERABLES**

#### **5.1 Products**

All products shall be delivered to the Government locations and accepted by authorized Government personnel as specified in the individual Task Order. Inspection and acceptance criteria shall be specifically identified in each Task Order. The COR shall be notified of any discrepancies found during acceptance inspection upon identification.

#### **5.2 Data**

The Government shall receive Unlimited Rights to intellectual property first produced and delivered in the performance of this contract IAW FAR 52.227-14, Rights In Data-General (DEC 2007). This includes



all rights to source code and any and all documentation created in support thereof. License rights in any Commercial Computer Software shall be governed by FAR 52.227-19, Commercial Computer Software License (DEC 2007). Any data delivered shall be submitted and protected IAW VA handbook 6500.

## **6.0 SECURITY AND PRIVACY**

### **6.1 Information Security and Privacy Security Requirements**

The Contractor shall comply with the VA security requirements IAW VA Handbook 6500.6 “Contract Security” and Addendum A of this document. VA Handbook 6500.6 Appendix C “VA Information Systems Security/Privacy Language for Inclusion into Contracts, As Appropriate” is included within this document as Addendum B. Addendum B may be tailored at the Task Order level.

### **6.2 Personnel Security Requirements**

The Contractor(s) shall comply with all personnel security requirements included in this contract and any unique organization security requirements described in each Task Order. All Contractor personnel who require access to VA sensitive information/computer systems shall be subject to background investigations and must receive a favorable background investigation from VA.

The position sensitivity risk designation [LOW, MODERATE, and HIGH] and associated level of background investigation [Tier 1, Tier 2, and Tier 4] for each Task Order PWS task shall be designated accordingly, as identified within Section 4.6 of the TO PWS. The minimum level of background security investigation for Contractors must be IAW VA Directive and Handbook 0710, “Personnel Security and Suitability Program”.

- a. The Contractor shall rescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the PAL template. The Contractor Staff Roster shall contain the Contractor’s Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (Refer to Section 4.6 of the Task Order PWS for investigative requirements by task), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within one day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- c. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed

Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4 below) when getting fingerprints taken.

- d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
  - 1) Optional Form 306
  - 2) Self-Certification of Continuous Service
  - 3) VA Form 0710
  - 4) Completed Security and Investigations Center (SIC) Fingerprint Request Form
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- f. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification mail. (Note: OPM is moving to a "click to sign" process. If click to sign is used, the Contractor employee should notify COR within 3 business days that documents were signed via e-QIP).
- g. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- h. If the background investigation determination is not completed prior to the start date of work identified in each Task Order, a Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed "Contractor Rules of Behavior", and with a valid, operational PIV credential for PIV-only logical access to VA's network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.

- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

For DoD efforts, additional security clearance requirements will be identified at the TO order level.

### **6.3 Facility/Resource Provisions**

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

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

### **6.4 Badges**

Employees working at a Government facility may be required to display, on their person, a Government-provided identification badge, that shall include the full name of the employee and the legal name under which the Contractor is operating. It is the responsibility of the Contractor to request and obtain badges from the Government prior to the first workday of any Contractor employee. The Contractor shall return

all badges to the COR, or designee, on the same day an individual's employment is terminated and upon termination of the contract. The Contractor shall notify the Government program manager, or designee, immediately of any lost badges.

## **6.5 Classified Work**

Work acquired on this contract for the Department of Defense or other Federal Agencies may involve secure networks, facilities and sensitive information. Specific security requirements and a suitability determination will be identified in the individual Task Order. The Contractor should anticipate potentially providing personnel with the security clearances up to the Top Secret level or Position Sensitivity of High/Tier 4 as required by the Task Order. Contractors must have the appropriate clearances for proposal purposes at the Task Order level.

## **6.6 Incident Reporting and Management**

The Contractor shall inform the COR, VA PM and assigned local Information Security Officer (ISO) of any security events and the Privacy Officer (PO) for any privacy violations within one hour of occurrence. Contractor will provide updates on the reported security/privacy events until closed by the ISO/PO.

## **6.7 Security and Privacy Awareness Training**

The Contractor shall complete the initial security and privacy awareness training and accept the VA Contractor Rules of Behavior ROB within two days of receipt of task order awarded in the VA Talent Management System (TMS) 2.0. The Contractor shall complete annual security and privacy awareness training and accept the VA Contractor ROB prior to expiration in the VA TMS 2.0.

## **6.8 Security Role Based Training**

The Contractor shall complete the assigned security role based training within three days in the TMS 2.0, upon assignment by the COR, as a prerequisite to receiving elevated privileges.

## **7.0 CONTRACT MANAGEMENT**

### **7.1 Government Support**

#### **7.1.1 Task Order COR**

A COR shall be designated for each Task Order. The COR shall be appointed by the CO and duties delegated in an appointment letter. The COR is the Requiring Activity's designated representative. The COR designated for each Task Order shall provide the Contractor access to all available Government furnished information, facilities, material, equipment, services as required to accomplish each Task Order. Contract surveillance duties shall be defined and accomplished IAW the Task Order Quality Assurance Surveillance Plan.

## 7.2 Contractor Program Management

The Contractor shall establish a single management focal point, the Program Manager, to accomplish the administrative, managerial and financial aspects of this contract and all subsequent Task Orders. This individual shall be identified to the TAC as the focal point for all programmatic issues.

### 7.2.1 Work Control

All program requirements, contract actions and data interchange shall be conducted in a digital environment using electronic and web-based applications. At minimum, such data shall be compatible with the Microsoft Office 2010® family of products, Microsoft Windows 7 products, Adobe Portable Document Format (PDF) and AutoCAD. The Government shall designate a standard naming convention for all electronic submissions within 60 days after contract award. The VA Acquisition Task Order Management System (ATOMS) portal shall be utilized for the interchange of data/documents (to include deliverables).

## 7.3 Pre-Award Procedures

### 7.3.1 Request for Task Execution Plan (RTEP) Process

Upon identification of the need for a Task Order, a tracking number shall be assigned and the CO shall issue a RTEP to the Contractor. For Performance-Based tasks, the Government will specify requirements in terms of performance objectives. The Contractor shall propose “how to” best satisfy those objectives including proposed metrics to measure and evaluate performance.

#### 7.3.1.1 Yes/No Bid

The Contractor shall post an electronic yes/no bid within two (2) working days after receipt of the RTEP on the Virtual Office of Acquisition (VOA) ATOMS module or as otherwise specified by the CO.

### 7.3.2 Task Execution Plan (TEP)

In order to meet contracting goals, the Government reserves the right to set-aside at the task order level. Otherwise, fair opportunity requirements shall be IAW applicable statutes, regulations, and case law. The Government’s RTEP does NOT constitute an authorization to start work.

Within seven (7) work days of receipt of the RTEP, or unless otherwise specified in the RTEP, the Contractor shall submit one TEP IAW the format provided below unless otherwise specified by the CO. The following information shall be provided and submitted into the ATOMS portal:

A In addition to the information requested in the RTEP, the following shall be addressed in every TEP:

1. Proposal Summary Volume including:

- a. Task number.
- b. Date submitted.
- c. Contractor’s name, Data Universal Numbering System (DUNS) and Commercial and Government Entity (CAGE) Code.
- d. Contractor task leader contact information for questions.

- e. Subcontractor(s) shall be identified by name, DUNS and CAGE Code at all tiers (as applicable).
- f. Proposed start and finish dates.
- g. Proposed total price/cost.
- h. Offerors are hereby advised that any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established by the RTEP, may render the Offeror's proposal Unacceptable, and thus ineligible for award.
- i. If applicable, FAR 52.244-2 Subcontracts shall be addressed
- j. If the prime subcontracts 70% or greater, the prime shall provide a value-added statement for the proposed prime dollars IAW FAR 52.215-23 (Only applies to T&M and CR tasks).
- k. Duration for which proposal is valid (minimum 90 days)
- l. VAAR 852.209-70 is in effect for all RTEPs issued and the contractor should provide a statement IAW VAAR 852.209-70(b), when applicable
- m. Acknowledgement of Amendments.
- n. Contractors will be responsible for identifying any personnel subject to the SCA, and their corresponding region (state/county), within their proposed Task Execution Plans.
- o. FAR 52.209-11 is in effect for all RTEPs issued and the Contractor shall provide a statement IAW FAR 52.209-11(b)(1) and (2).

B The following shall be addressed only for T&M tasks:

A cost proposal volume shall be submitted in Microsoft Excel spreadsheet format and shall contain the following, when the Government does not provide a pricing spreadsheet in the RTEP:

- 1 The first tab shall be a summary to include a top level roll up of the total dollars and percentages by labor, material, travel, other Direct Costs (ODC), and total Task Order cost.
- 2 When responding to an RTEP set-aside for SDVOSB/VOSB offerors, the summary tab shall also include a breakout of the total price by dollars, percentages, and socio-economic status for the Prime and each of its proposed Subcontractors. This breakout must clearly demonstrate that the Offeror's proposal meets the set-aside requirement in accordance with 13 CFR §125.6.
- 3 Labor shall further be broken out by labor category and hours.
- 4 If you intend to propose subcontractor services in your TEP, provide a breakout of their costs for labor and material to include labor categories and an estimate of types and quantities of material, as well as, subcontract type (i.e. FFP, T&M or Cost). Subcontractors shall be identified at all tiers. The Government reserves the right to specify separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the prime contractor, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control.
- 5 The Labor Categories submitted shall reference the Government designated numbering scheme in the Labor Category Description Attachment 002.
- 6 When both the Prime and/or Subcontractor bid the Program Manager and/or Project Director, labor categories, detailed rationale shall be provided.
- 7 Material costs shall indicate raw material costs and material handling charges, as applicable. The nature and cost associated with each ODC shall be described
- 8 Bill of materials, indicating the source, quantity, unit cost and total cost for all required materials.

- 9 The Contractor shall notify the Government when using Department of Labor (DoL) labor categories. The notice shall provide what county and state the work is being performed in, and what labor categories are bid.
- 10 The Contractor shall submit, as a separate tab, a completed Section B including all line items for base period and any options, unless otherwise instructed.
- 11 Offerors are hereby advised that any Pricing Assumptions which deviate from the Government's requirements or material terms and conditions established by the RTEP, may render the Offeror's proposal Unacceptable, and thus ineligible for award.

C The following shall be addressed only for FFP tasks:

A price proposal volume shall be submitted in Microsoft Excel spreadsheet format and shall contain the following:

- 1 The first tab shall be a summary to include a top level rollup of the total dollars and percentages by labor, materials, travel, ODCs, and total Task Order price.
- 2 When responding to an RTEP set-aside for SDVOSB/VOSB offerors, the summary tab shall also include a breakout of the total price by dollars, percentages, and socio-economic status for the Prime and each of its proposed Subcontractors. This breakout must clearly demonstrate that Offeror's proposal meets the set-aside requirement in accordance with 13 CFR §125.6.
- 3 Labor shall further be broken out by labor categories, labor rates, and hours. The Contractor shall also include identification of Prime or Subcontractor for all labor proposed. Include a total of all labor hours proposed by period of performance and optional task.
- 4 The Contractor shall submit, as a separate tab, a completed Section B including all priced line items for base period and any options.
- 5 Offerors are hereby advised that any Pricing Assumptions which deviate from the Government's requirements or material terms and conditions established by the RTEP, may render the Offeror's proposal Unacceptable, and thus ineligible for award.
- 6 "Information Other than Cost or Pricing Data" may be required where there is not "adequate price competition" as defined in FAR 15.403-1(c).

D The following shall be addressed only for CR tasks:

A cost proposal shall be submitted in Microsoft Excel spreadsheet format and shall contain the following:

- 1 The first tab shall be a summary to include a top level rollup of the total dollars and percentages by labor category, skill level, hours, materials, ODCs, and total Task Order cost.
- 2 When responding to an RTEP set-aside for SDVOSB/VOSB offerors, the summary tab shall also include a breakout of the total price by dollars, percentages, and socio-economic status for the Prime and each of its proposed Subcontractors. This breakout must clearly demonstrate that Offeror's proposal meets the set-aside requirement in accordance with 13 CFR §125.6.

- 3 A separate tab shall be used for the Prime and each Subcontractor. When both the Prime and/or Subcontractor bid the Program Manager and/or Project Director, labor categories, detailed rationale shall be provided. Refer to the format set forth in FAR 15.408, Table 15-2, II and III as a guide.
- 4 If you intend to propose subcontractor services in your TEP, please provide a breakout of their costs for labor and material to include labor categories and an estimate of types and quantities of material, as well as, subcontract type (i.e. FFP, T&M or Cost). Subcontractors shall be identified at all tiers.
- 5 The Labor Categories submitted shall reference the Government designated numbering scheme in the Labor Category Description Attachment 002.
- 6 Material costs shall indicate raw material costs and material handling charges, as applicable. The nature and cost associated with each ODC shall be described.
- 7 Bill of materials, indicating the source, quantity, unit cost and total cost for all required materials.
- 8 The Contractor shall notify the Government when using DoL labor categories. The notice shall provide the county and state the work is being performed in, and what labor categories are bid.
- 9 “Cost or Pricing Data” or “Information Other Than Cost or Pricing Data” may be required where there is not “adequate price competition” as defined in FAR 15.403-1.
- 10 The Contractor shall submit, as a separate tab, a completed Section B including all line items for the base period and any options.
- 11 Offerors are hereby advised that any Pricing Assumptions which deviate from the Government’s requirement or material terms and conditions established by the RTEP, may render the Offeror’s proposal Unacceptable and thus ineligible for award.

E The following p to the p preparation and submission of ll TEPs:

- 1 Contractors are NOT to submit past performance as a part of their TEP, unless specified in the RTEP.
- 2 TEP Format
  - a Proposal Summary
    - i. PDF format
  - b Technical Volume
    - i. PDF format
    - ii. No marketing materials; information relevant to the requirement only
  - c Cost
    - i. Shall be provided in Microsoft Excel
    - ii. (T&M only) All Prime and Subcontractor Labor costs, Material costs, Travel, and ODCs must be broken out
      - (a) (MS Excel) Summary Tab for Cost roll-up, and separate Tabs for Base Period and any Option
      - (b) Separate tabs for Subcontractor(s)
      - (c) Contractor shall notify the Government when using DOL labor categories. The notice shall provide in what County and State the work shall be performed, and what labor category(s) are bid.



- iii. (Sole Source Cost and Firm, Fixed-price requirements) All Prime and Subcontractor Labor costs, Material costs, travel, and ODCs must be broken out per c. i and c. ii above.
    - (b) Profit or fee identified as applicable
    - (c) "Information other than cost or pricing data" may be required where there is not "adequate price competition" as defined in FAR 15.403-1(c).
- 3 Page Limitations. When page limitations are specified in the RTEP, the following format shall apply:

The Summary and Technical Volumes shall be submitted as a PDF file. Price/Cost Volume shall be submitted in Microsoft Excel. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. 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 (minimum 6 point 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. If the offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the page limitations unless otherwise specified in the specific Volume instructions. Any 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. The Cover Page and Table of Contents are not included in the page count however any additional matrices, appendices, or acronym lists, etc. will count against page limitation. Cover letters shall not be included in the Technical Volume.

### 7.3.3 TEP Evaluation

The goal is to evaluate TEP submittals within 12 work days of receipt. Questions and clarifications may be required which can prolong the evaluation period. When requested by the CO, the Contractor shall provide a revised TEP to address changes.

All TEPs shall be subject to evaluation by a team of Government personnel. The evaluation team may also utilize non-Government advisors from Mitre Corporation to assist in the evaluation. The non-Government advisors will be required to sign Source Selection Participation Agreements which address conflicts of interest, rules of non-disclosure and rules of conduct. The chairperson of the Source Selection Evaluation Board (SSEB) will monitor the non-Government advisors' activities while in the evaluation area. This support will be limited to evaluation of the technical factor and only in those areas where Government expertise is not available. After the non-Government advisors have completed their particular area of evaluation, they will be released from the evaluation process. The non-Government advisors will only have access to the information corresponding to their area(s) of expertise. The company identified herein has agreed to abide by FAR Subpart 9.5, "Organizational Conflicts of Interest," and to refrain from disclosing proprietary information to unauthorized personnel. Reviews and approvals IAW FAR Part 35 and Part 37 have been obtained and documented.

## 7.4 Issuance of Task Orders

Upon Government approval of the TEP and designation of an appropriate fund cite, the CO shall issue a Task Order to the Contractor. Contractor work shall commence only after issuance of the Task Order by the CO. The Government shall provide notification of task order award to both the successful and unsuccessful offerors.

## 7.5 Logical Follow-Ons

A logical follow-on may be issued IAW FAR 16.505 for services and/or products. A logical follow-on for maintenance/unique products shall only be authorized for economy and efficiency purposes as long as the services are on an existing or prior Task Order.

## 8.0 REPORTING AND MEETING REQUIREMENTS

### 8.1 Reporting Requirements

The deliverables defined below are required to be compliant with the basic contract and shall be submitted electronically to ATOMS (with the exception of the Contractor Staff Roster). **Email submissions will not be accepted.** The Contractor shall submit the quarterly Small Business Participation Report and one quarterly Veterans Employment Certification Report which includes a rollup of the data from each Task Order. Reports are due on January 15<sup>th</sup> (for the period October through December); April 15<sup>th</sup> (for the period January through March); July 15<sup>th</sup> (for the period April through June); and October 15<sup>th</sup> (for the period July through September). The Contractor shall submit a Contractor's Progress, Status, and Management Report; Contract Performance Report; Status of Government Furnished Equipment Report; and Personnel Contractor Manpower Report for each individual Task Order on a quarterly basis, unless otherwise specified by a Task Order's PWS. These reports shall be submitted three (3) months after the start date of each Task Order and quarterly thereafter. If the Government rejects a quarterly report in ATOMS, the Contractor shall have 5 days to remediate any Government comments and resubmit the report in ATOMS. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

#### 8.1.1 Contractor's Progress, Status and Management Report

The Contractor shall submit a quarterly Contractor's Progress, Status, and Management Report for each Task Order awarded. This Task Order report shall be unique to each Task Order. These reports shall convey the status of the Task Order performance. All relevant billing information shall be posted to the ATOMS portal. Task Orders that are completed shall be listed as such. A standard format is set forth in Section J Attachment 003, and shall be utilized for submission of the below required information.

A For Each Task Order, indicate/discuss:

1. Task Order summary
2. Performance metrics
3. Task Order schedule
4. VIP Compliancy (as applicable)
5. Critical items for Government review

6. Accomplishments
7. An itemized listing of all Information and Communication Technology (ICT) deliverables and their current Section 508 conformance status
8. Significant open issues, risk and mitigation action
9. Summary of issues closed
10. Meetings completed
11. Projected meetings
12. Subcontractor performance – discuss 1<sup>st</sup> tier Subcontractor(s) performance
13. Projected activities for next reporting period
14. Explanation if the reporting period is over three months
15. Invoice/receiving reports submitted
16. Milestone payment schedule, if applicable
17. Set-aside expenditures, if applicable

### **8.1.2 Contract Performance Report (CPR)**

The Contractor shall submit a quarterly Contract Performance Report for each Time and Materials or Cost type Task Order awarded. This Task Order report shall be unique to each Task Order. This report is not required for Firm Fixed Price Task Orders. Contractors may be required to support EVMS (Earned Value Management System) at the Task Order level. The Contract Performance Report, as set forth in Section J, Attachment 004 (Time and Materials) and Attachment 005 (Cost), shall be submitted quarterly via the ATOMS portal.

#### **A For Each Time and Materials Task, indicate:**

- 1 Expenditure for the reporting period by labor, material and ODCs
- 2 Labor costs shall be broken down by assigned numbering system for contract, Task Order and labor category, entity (Prime or Subcontractor), rates and hours
- 3 Material costs and ODCs shall be identified by type, and subcontractor (as applicable), and discussed
- 4 Total task expenditures for the fiscal year to date, indicated as total, labor, materials and ODCs
- 5 Total task expenditures since task award, indicated as total, labor, materials and ODCs

#### **B For Each Cost Task, indicate:**

- 1 Labor costs broken down by assigned numbering system for contract, Task Order and labor category, skill level, entity (Prime or Subcontractor) rate and hours, material costs, ODCs, Cost of Money and fee.
- 2 Total task expenditures for the fiscal year to date, indicated as total labor, materials, ODCs, Cost of Money, and fee.
- 3 Total task expenditures since task award, indicated as total, labor, materials, ODCs, Cost of Money, and fee.

### **8.1.3 Status of Government Furnished Equipment (GFE) Report**

The Contractor shall submit a quarterly Status of GFE Report for each Task Order awarded. This Task Order report shall be unique to each Task Order. The GFE Report, as set forth in Section J, Attachment 006, shall be submitted quarterly via the ATOMS portal.

- A. Task Order
- B. Project Name
- C. Type of Equipment
- D. Tracking Number
- E. VA Bar Code
- F. Location
- G. Value
- H. Total Number of Pieces
- I. Total Value of Equipment
- J. Anticipated Transfer Date to Government
- K. Anticipated Transfer Location

#### **8.1.4 Personnel Contractor Manpower Report**

The Contractor shall submit a Personnel Contractor Manpower Report (MS Excel) for each Task Order awarded, on a quarterly basis listing all personnel for each Task Order awarded. The reports shall be unique to each Task Order. The Personnel Contractor Manpower Report, as set forth in Section J, Attachment 008, shall be submitted quarterly via the ATOMS portal. The information required is as follows:

- A. Task Order
- B. Employee Name
- C. Background Investigation/Clearance level and/or status
- D. Company name
- E. Prime/Subcontractor
- F. Labor Category
- G. Facility location
- H. Tour of Duty Schedules (e.g. Monday through Friday, 9:00 am to 5:00 pm)
- I. Universal Unique Identifier UUID (Badge Number bottom right of back of badge)
- J. Facility where badge was issued
- K. Badge Expiration Date
- L. Project supporting
- M. Date Disassociated From Contract (for employees who no longer support this contract)
- N. Date Badge Returned to COR
- O. Contractor Rules of Behavior
- P. VA Cyber Security Awareness and Rules of Behavior Training  
Annual VA Privacy Training

#### **8.1.5 Contractor Staff Roster**

The Contractor shall submit a Contractor Staff Roster for each Task Order awarded, in accordance with the PAL template, of Contractor and Subcontractor employees within three business days after each Task Order award for all personnel employed under each Task Order to begin their background investigations. As personnel changes occur a revised roster is required. The Contractor Staff Roster shall be updated and delivered only to the COR within one day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc.,

throughout the Period of Performance. **Do not post the Contractor Staff Roster on ATOMS.** The Contractor Staff Roster should indicate which employees are active or inactive. For inactive employees, the roster should indicate the date the employee was separated from the Task Order and their credentials returned to the COR.

The Contractor Staff Roster shall contain:

- A. Contractor's Full Name
- B. Email Address
- C. Place of Birth
- D. Date of Birth
- E. Security/Privacy Training Completion Dates
- F. Risk Designation-individual background investigation level requirement (Refer to Section 4.6 of the Task Order PWS for investigative requirements by task).
- G. Existing Background Investigation and/or Clearance (if applicable).
- H. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.

#### **8.1.6 Small Business Participation Report**

The Contractor shall submit the Small Business Participation Report, on a quarterly basis.

The Small Business Participation Report shall contain:

- a. Company Name
- b. Company Cage Code/DUNS Number
- c. Company Size
- d. T4NG Prime Contract Number
- e. Date Report Submitted
- f. POC for questions on this report (name, phone, email)
- g. Small Business Participation Quarter and Year
- h. Total Obligated Dollars (cumulative through the end of the reporting quarter. e.g. 3/31, 6/30, 9/30, 12/31)
- i. Funded/Obligated Large Business Dollars
- j. Funded/Obligated Small Business Dollars and Total Obligated Dollars for Total Small Business Subcontracting Participation (Goal 1 Small Business Actuals)
- k. Small Business Category Cumulative Funded/Obligated Dollars and Total Obligated Dollars for (GOAL 2 - Breakout of Small Business Dollars on Total Contract Obligated Dollars):
  - i. Small Disadvantaged Business
  - ii. Women Owned Small Business
  - iii. HUBZone
  - iv. Veteran Owned Small Business
  - v. Service Disabled Veteran Owned Small

- vi. Small Business (No other category above)
- l. Explanation (as necessary). Provide detailed explanations for percentages less than what was proposed. Also explain dollars not obligated to either a large or small business (i.e., unallocated obligations)
- m. Subcontractor Identification
  - i. Subcontractor Name
  - ii. Subcontractor Status
  - iii. Total Dollars Obligated (Cumulative)

### **8.1.7 Veterans Employment Certification Report**

The Contractor shall provide a Veterans Employment Certification Report, on a quarterly basis listing the following:

- A. Total number of employees at time of proposal submission
- B. Total number of Veterans employed at time of proposal submission
- C. Total number of current employees
- D. Total number of current Veterans employed

The Contractor's Chief Executive Officer (CEO) (or, for a joint venture, the CEO for both parties that make up the joint venture), or equivalent, shall certify in the Veterans Employment Certification Report that the Contractor has in good faith relied on the representations of its employees to derive the total number of employees and the number of Veterans that it employs. This certification shall be as of the last day of the quarter being reported.

## **8.2 Meetings and Reviews**

For successful management and contract surveillance, the following meetings and reviews are required.

### **8.2.1 Project Office Initial Program Review (IPR)**

The VA TAC shall host an IPR within 30 days after contract award to review the PWS, business policies, and procedures, and introduce personnel.

### **8.2.2 Post-Award Conferences**

The Government intends to convene a Post-Award Conference with each awardee within 60 days after contract award. The CO shall notify all Prime Contractors of a specific date, location and agenda within 30 days after contract award.

### **8.2.3 Program Reviews**

At the discretion of the CO, Program Review Meetings shall be conducted by the VA TAC Contract Specialist and/or designated COR for each contract. Dates, locations, agenda, and attendance requirements shall be specified by the appropriate Government representative, at least five (5) calendar days prior to the meeting.

#### **8.2.4 Quarterly Collective Prime Program Reviews**

The VA TAC shall host a quarterly Prime Program Review with the designated Prime Program Manager and one attendee. Dates, locations, and agenda shall be specified at least five (5) calendar days prior to the meeting.

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## **ADDENDUM A– ADDITIONAL VA REQUIREMENTS, CONSOLIDATED**

### **A1.0 Cyber and Information Security Requirements for VA IT Services**

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

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

Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference and is 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) 2.0, and will be tracked therein. The TMS 2.0 may be accessed at <https://www.tms.va.gov/SecureAuth35/>. If you do not have a TMS 2.0 profile, go to <https://www.tms.va.gov/SecureAuth35/> and click on the "Create New User" link on the TMS 2.0 to gain access.

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

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

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

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

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



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

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser):  
[https://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=409&FType=2](https://www.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):  
[https://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

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

On January 18, 2017, the Architectural and Transportation Barriers Compliance Board (Access Board) revised and updated, in a single rulemaking, standards for electronic and information technology developed, procured, maintained, or used by Federal agencies covered by Section 508 of the Rehabilitation Act of 1973, as well as our guidelines for telecommunications equipment and customer premises equipment covered by Section 255 of the Communications Act of 1934. The revisions and updates to the Section 508-based standards and Section 255-based guidelines are intended to ensure that information and communication technology (ICT) covered by the respective statutes is accessible to and usable by individuals with disabilities.

#### **Section 508 – Information and Communication Technology ( ICT) Standard**

The Section 508 standards established by the Access Board are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure ICT. These standards are found in their entirety at: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>. A printed copy of the standards will be supplied upon request.

Federal agencies must comply with the updated Section 508 Standards beginning on January 18, 2018. The Final Rule as published in the Federal Register is available from the Access Board:  
<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>.

The Contractor shall comply with “508 Chapter 2: Scoping Requirements” for all electronic ICT and content delivered under this contract. Specifically, as appropriate for the technology and its functionality, the Contractor shall comply with the technical standards marked here:

- ☒ E205 Electronic Content – (Accessibility Standard -WCAG 2.0 Level A and AA Guidelines)
- ☒ E204 Functional Performance Criteria
- ☒ E206 Hardware Requirements
- ☒ E207 Software Requirements
- ☒ E208 Support Services and Documentation Requirements

Additional requirements may be specified at the Task Order Level.

#### **A4.0 Physical Security & Safety Requirements:**

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

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

#### **A5.0 Confidentiality and Non-Disclosure**

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

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

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released

without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

2. The VA Contracting Officer 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 Contracting Officer 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 of this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
  - a. The use of “thumb drives” or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.
  - c. Recording, monitoring, and control of passwords and privileges.

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

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

The Contractor shall comply with Sections 524 and Section 525 of the Energy Independence and Security Act of 2007, Section 104 of the Energy Policy Act of 2005; Executive Order 13834, "Efficient Federal Operations", dated May 17, 2018; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, Federal Energy Management Program (FEMP) designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at [www.energystar.gov/products](http://www.energystar.gov/products) (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at [https://www4.eere.energy.gov/femp/requirements/laws\\_and\\_requirements/energy\\_star\\_and\\_femp\\_designated\\_products\\_procurement\\_requirements](https://www4.eere.energy.gov/femp/requirements/laws_and_requirements/energy_star_and_femp_designated_products_procurement_requirements). The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.

3. Provide/use EPEAT registered products as specified at [www.epeat.net](http://www.epeat.net). At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. The acquisition of Silver or Gold EPEAT registered products is encouraged over Bronze EPEAT registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers, Copiers, Multifunction Devices), Scanners, Fax Machines, Digital Duplicators, Mailing Machines
3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

## **A7.0 OEM HARDWARE REQUIREMENTS**

The Contractor shall ensure that information technology products are procured and/or services are performed with products that are new equipment and new parts for the required services described herein; no used, refurbished, or remanufactured equipment or parts shall be provided under any circumstances. Absolutely no “Gray Market Goods” or “Counterfeit Electronic Parts” shall be provided. Gray market goods are defined as genuine branded goods intentionally or unintentionally sold outside of an authorized sales-territory or by non-authorized dealers in an authorized territory. All equipment shall be accompanied by the original equipment manufacturer’s (OEM’s) warranty. Counterfeit electronic parts are defined as unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized

substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

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## **ADDENDUM B- VA INFORMATION AND INFORMATION SYSTEM SECURITY / PRIVACY LANGUAGE**

### **VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE, VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010**

#### **B.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.

#### **B.2 ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

a. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractor and affiliates only to the extent necessary to perform the services specified in the contract agreement or task order.

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

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

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

communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The Contractor or Subcontractor must notify the Contracting Officer 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 Contracting Officer must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

### **B.3 VA INFORMATION CUSTODIAL LANGUAGE**

a. 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).

b. VA information should not be mingled, if possible, with any other information in the Contractor/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's 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.

c. 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 Contracting Officer within 30 days of termination of the contract.

d. 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 the 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.

e. 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.

f. 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.

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

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

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

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's 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 contracting officer for response.

k. 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 contracting officer for response.

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

## B.4 INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. 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, *Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program*, and the *TIC Reference Architecture*). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6508, *Implementation of Privacy Threshold Analysis and Privacy Impact Assessment*.

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

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

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

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

f. 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.

g. 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:

(a) The Systems of Records (SOR); and

(b) 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

h. 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.

i. 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.

j. 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, but in no event longer than \_\_\_\_ days.

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

l. 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 contracting officer and the VA Assistant Secretary for Office of Information and Technology.

## **B.5 INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE**

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, Contractors/Subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliance assessments, routine vulnerability testing, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The Contractor's security control procedures shall 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's network involving VA information must be reviewed and approved by VA prior to implementation. For Cloud Services hosting, the Contractor shall also ensure compliance with the Federal Risk and Authorization Management Program (FedRAMP).

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

c. Outsourcing (Contractor facility, Contractor equipment or Contractor staff) of systems or network operations, telecommunications services, or other managed services requires A&A of the Contractor's systems in accordance with VA Handbook 6500.3, *Assessment, Authorization and Continuous Monitoring of VA Information Systems* and/or the VA OCS Certification Program Office. Government-owned (Government facility or

Government equipment) Contractor-operated systems, third party or business partner networks require memorandums of understanding and Interconnection Security Agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

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

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

f. VA prohibits the installation and use of personally-owned or Contractor/Subcontractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

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

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

- 1) Vendor must accept the system without the drive;
- 2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- 3) VA must reimburse the company for media at a reasonable open market placement cost at time of purchase.
- 4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

## B.6 SECURITY INCIDENT INVESTIGATION

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.

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

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

d. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement agency (or agencies) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees 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.

## B.7 LIQUIDATED DAMAGES FOR DATA BREACH

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

b. The Contractor/Subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data

containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

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

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- 1) Notification;
- 2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;



- 3) Data breach analysis;
- 4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- 5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- 6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## **B.8 SECURITY CONTROLS COMPLIANCE TESTING**

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

## **B.9 TRAINING**

- a. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
  - 1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the VA Information Security Rules of Behavior, relating to access to VA information and information systems;
  - 2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior course (TMS 2.0 #VA 10176) and complete this required privacy and information security training annually;
  - 3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the CO for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 2 days of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and electronically sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or

electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

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

Packaging and marking requirements shall be specifically defined at the individual task order level.

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**SECTION E - INSPECTION AND ACCEPTANCE**

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-3	INSPECTION OF SUPPLIES—COST-REIMBURSEMENT	MAY 2001
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES—COST-REIMBURSEMENT	APR 1984
52.246-6	INSPECTION—TIME-AND-MATERIALS AND LABOR- HOUR	MAY 2001
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

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**SECTION F - DELIVERIES OR PERFORMANCE**

<b><u>FAR</u> <u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION—EVIDENCE OF SHIPMENT	FEB 1999

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## SECTION G - CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters shall be handled by the following individuals and in accordance with Section C, PWS, Paragraphs 7.0, Contract Management, and all sub-paragraphs; and 8.0 Reporting and Meeting Requirements, and all sub-paragraphs.

- a. CONTRACTOR: TBD
- b. GOVERNMENT: CO 003B2  
Department of Veterans Affairs  
Technology Acquisition Center  
23 Christopher Way  
Eatontown NJ 07724

2. Invoice and payment procedures shall be conducted in accordance with VAAR 852.232-72 and FAR 52.232-33. Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☐ [In accordance with the terms of the Order]

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.

4. The following is applicable to set-aside orders:

Limitations on Subcontracting - Monitoring and Compliance This solicitation includes *VA Acquisition Regulation (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-*

*Owned Small Business Set- Aside; VAAR 852.219-11, VA Notice of Total Veteran-Owned Small Business Set-Aside, or Federal Acquisition Regulation (FAR) 52.219-14, Limitations on Subcontracting, and VAAR 852.219-74 Limitations On Subcontracting—Monitoring And Compliance.* Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

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

### **H-1 ON-RAMP**

The Government may utilize an On-Ramp to add service-disabled Veteran-owned small business (SDVOSB), Veteran-owned small business (VOSB), and/or small business Contractors under any circumstances, including in the event an Off-Ramp is exercised. The Government can exercise this right at its sole discretion. The Government may On-Ramp Contractors by any means necessary, including but not limited to, revisiting the original pool of T4NG Offerors/On-Ramp Offerors deemed in the competitive range, and/or issuing a follow-on T4NG solicitation for evaluation. Any contract awarded via an On-Ramp process will share in, and in no way increase, the ceiling established for the T4NG program. Likewise, contracts awarded hereunder shall include the same terms and conditions of this Contract and shall not exceed the remaining period of performance.

### **H-2 OFF-RAMP**

The Government, in its sole discretion, may exercise the Off-Ramp if any of the following events occur: a T4NG SDVOSB or VOSB contract holder that was not awarded in Step One and no longer qualifies as a SDVOSB or VOSB because it is acquired by a non-SDVOSB or non-VOSB concern or is no longer listed as verified in the VI database as a result of losing ownership and/or control of the company; a small business T4NG contract holder that was not awarded in Step One and no longer qualifies as a small business because it is acquired by a large business; a small business that was not awarded a contract in Step One and cannot re-certify as a small business at the end of the fifth year IAW 13 CFR 121.4-4(g)(3); or, if a joint venture and/or any associated mentor-protégé agreement dissolves for any reason, or the joint venture can no longer qualify as a CVE-verified SDVOSB. Any SDVOSB or VOSB contract holder that was not awarded in Step One must notify CVE/OSDBU with a copy to the contracting officer of any change in ownership or control of the company within 15 days of that change becoming final. If the Government elects to exercise the Off-Ramp, the Contractor will be removed from the program and thus will not be eligible to propose on any T4NG task order competitions.

### **H-3 OPTIONS**

NA

### **H-4 SMALL BUSINESS PARTICIPATION REQUIREMENTS**

All prime contractors shall meet the Government's overall small business participation requirement for this procurement. In addition, all prime contractors shall make a good faith effort to meet their T4NG proposed small business participation percentages. The prime Contractor's efforts towards, and results in, achieving their small business participation percentages will be considered by the CO in his/her evaluation of the prime contractor's past performance on future task order awards.



The prime contractor is cautioned that failure to make a good faith effort to meet the overall small business participation requirement or percentages for this contract as incorporated into the basic contract or to provide detailed supporting documentation and/or rationale when it falls short of meeting this contract's small business participation requirement or percentages may prevent the contractor from receiving future task orders. Small business prime contractor dollars will count towards the Government small business participation requirement in the applicable categories for their dollars in performance as a prime contractor.

The Government small business participation requirement and the proposed small business participation percentages as set forth in your Small Business Participation Commitment (SBPC) proposal shall become a requirement of this contract as follows:

Government Small Business Participation Requirement – TBD  
 Small Disadvantaged Business (including Section 8(a)) – TBD  
 WOSB – TBD  
 HUBZone – TBD  
 VOSB – TBD  
 SDVOSB – TBD

The Government shall monitor the contractor's performance against the Government's overall small business participation requirement above to ensure compliance. Failure of the contractor to demonstrate good faith to achieve its small business participation percentages may be grounds for termination for default.

The contractor shall submit the Small Business Participation Report, Section J, Attachment 010, on a quarterly basis to the CO.

## **H-5 VETERANS EMPLOYMENT**

The Contractor shall provide a Veterans Employment Certification Report, on a quarterly basis listing the following:

- A. Total number of employees at time of proposal submission
- B. Total number of Veterans employed at time of proposal submission
- C. Total number of current employees
- D. Total number of current Veterans employed

Note: Joint Ventures shall combine the number of employees and number of Veterans employed for the parties that make up the Joint Venture, and report those combined numbers.

The Contractor shall make a good faith effort to maintain its Veterans employment numbers as provided at time of proposal submission and incorporated into the basic contract. The prime Contractor's efforts towards, and results in, maintaining or exceeding its Veterans employment numbers may be considered by the CO in his/her evaluation of the prime contractor's past performance on future task order awards.

The prime Contractor is cautioned that failure to make a good faith effort to maintain its overall Veterans employment numbers for this contract or to provide detailed supporting documentation and/or rationale when it falls short of meeting its Veterans employment numbers may prevent the Contractor from receiving future task orders.

The Contractor's Veterans employment numbers set forth in its Veterans Employment Volume shall become a requirement of this contract as follows:

Total number of employees at time of proposal submission: TBD

Total number of Veterans employed at time of proposal submission: TBD

Percentage of Veterans employed by the Prime Offeror: TBD

The Government shall monitor the Contractor's performance against its Veterans employment numbers to ensure compliance. Additionally, the Government reserves the right to review and verify the Contractor's employment records and/or conduct site visits. The Contractor is advised that the CO may use the services of a support contractor(s) retained by VA to verify compliance. To that end, the support contractor(s) may require access to the Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the Contractor's compliance.

The Contractor shall submit the Veterans Employment Certification Report, Section J, Attachment 011, on a quarterly basis to the CO.

## **H-6 ORGANIZATIONAL CONFLICT OF INTEREST**

(a) It is recognized by the parties that the efforts to be performed by the Contractor under this contract are of such a nature that they may create a potential organizational conflict of interest as contemplated by Subpart 9.5 of the Federal Acquisition Regulation (FAR). It is the intention of the parties that the Contractor will not engage in any contractual activities which may impair its ability to render unbiased advice and recommendations, or in which it may gain an unfair competitive advantage as a result of the knowledge, information and experience gained during the performance of this contract. It does not include the normal flow of benefits from incumbency.

(b) The Contractor agrees not to participate as a prime Contractor, subcontractor, consultant or team member in any acquisition for hardware or software wherein:

(1) The Contractor has participated in the analysis and recommendation leading to the acquisition decision to acquire such a system; or

(2) The Contractor may have an unfair competitive advantage resulting from the information gained during the performance of this contract.

(c) The term “Contractor” herein used means:

(1) The organization entering into this contract with the Government;

(2) All business organizations with which it merges, joins or affiliates, now or in the future, and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of;

(3) Its parent organization (if any), and any of its present or future subsidiaries, associates, affiliates, or holding companies; and

(4) Any organization or enterprise over which it has direct or indirect control (now or in the future).

(d) The Contractor 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 in 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.

(e) The prior approval of the CO is required before any work to be performed under this contract may be subcontracted to any organization described in subparagraph (c) above.

(f) The Contractor agrees to enter into written agreements with all companies whose proprietary data he 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 CO 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.

(g) 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 CO.

(h) The Contractor shall include this provision, including this paragraph, in subcontracts of any tier which involve access to information covered in paragraph (a) above. The use of this clause in such subcontracts shall be read by substituting the word “subcontractor” for the word “Contractor” wherever the latter appears.

(i) The Contractor’s employees shall be trained and informed of Subpart 9.5 of the FAR and this contract provision.

(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 Subpart 9.5 of the FAR and this provision.

(k) Questions regarding this interpretation of Subpart 9.5 of the FAR and this provision shall be submitted to the CO.

(l)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 CO. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.

(m)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 pursue other remedies permitted by law or this contract.

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

(o)This agreement will remain in effect during the period of performance of this contract and for a period of four years following completion of this contract.

## **H-7 INCORPORATION OF RATES AND LABOR DESCRIPTIONS**

The time-and-materials blended loaded labor rates and indirect loading rates are incorporated into the contract and are set forth in Section J, Attachment 001, Pricing Attachment T4NG. The time-and-materials blended loaded labor rates and indirect loading rates are applicable to time and materials task orders. Indirect costs as set forth in FAR 52.232-7(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 in Section J, Attachment 002.

## **H-8 YEAR 200 COMPLIANCE**

The Contractor shall ensure that products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are year 2000 compliant as defined at FAR Part 39.

## **H-9 METRICS**

The T4NG contract is performance based and IAW FAR 37.102, task orders issued under T4NG will be performance-based to the maximum extent practicable. Contractor performance on the Task Order level will be assessed IAW the corresponding QASP Performance Based Service Assessment Survey. After 6-months of performance history under the program, past performance and past performance in achieving small business participation goals, may be added as possible evaluation criteria in task order competition as well as reviewing Contractor performance. Contractors added to the T4NG contract via On-ramp may not initially have a record of past performance, as described within this section; therefore, in such an instance, the task order's evaluation criteria may state that the Contractor may not be evaluated favorably or unfavorably on past performance.

Task Order Metrics: (at a minimum)

1. Technical Quality of Product or Service: "3" or Above in each category
2. Project Milestones and Schedule: "3" or Above in each category

3. Cost and Staffing: “3” or Above in each category
4. Management: “3” or Above in each category

Task orders will include remedies and may include incentives tailored for individual task orders based on task order type and associated risks.

## **H-10 SERVICE CONTRACT ACT COMPLIANCE REQUIREMENT**

This contract is subject to the Service Contract Act (SCA), though the exact places of performance are unknown.

The Contractor is responsible for ensuring that the base rates proposed for personnel subject to the SCA meet or exceed the corresponding minimum wages established by the Department of Labor (DOL) for the corresponding region (state/county) in which the task order is performed. When task order performance is in a lower wage determination location, Contractors are encouraged to propose rates commensurate with the performance location on individual task orders.

At the time of task order competition, contractors will be responsible for identifying any personnel subject to the SCA, and their corresponding region (state/county), within their proposed Task Execution Plans. The Government will incorporate wage determinations at the task order level as applicable. The Government shall not be liable for any increased costs as a result of the Contractor's failure to identify SCA categories or failure to pay minimum wages established by DOL.

## **H-11 TASK ORDER RESTRICTED COMPETITION**

For the purposes of meeting agency goals, the CO may limit task order competition to a specified type of small business concern (e.g., SDVOSB, VOSB or small business concerns) if the CO has a reasonable expectation that two or more such concerns will submit offers and that the award can be made at a fair and reasonable price and offers best value to the Government.

## **H.12 NOTIFICATION OF SATISFACTION SURVEY: ACQUISITION 360 (JULY 2015)**

- (a) This acquisition has been identified as being a complex information technology (IT) development, systems, or services. As a result, your company may receive a survey pursuant to the Office of Management and Budget's (OMB) memorandum dated March 18, 2015 entitled, Acquisition 360 – Improving the Acquisition Process through Timely Feedback from External and Internal Stakeholders. The survey will ask your company to rate various aspects of the acquisition process, such as the strength of the requirements development process, the clarity of the solicitation, and the effectiveness of the agency in executing awards and debriefing offerors. The overall goal of the survey is to help the

agency identify strengths and weaknesses with industry partnerships so that it can make internal improvements on the planning and making of contract awards.

- (b) The Federal Government may not conduct or sponsor, and the public is not required to respond to, a collection of information that does not display a currently valid OMB control number. The OMB control number for this collection is 1505-0231. If your company receives a survey, your company is strongly encouraged, but not required to respond. The survey should take no more than ten (10) minutes to complete. The results of the surveys will be submitted to the agency's senior procurement officials in order to identify best practices and areas in need of improvement, necessary to strengthen the agency's acquisition practices.
- (c) Should you have any question regarding the survey process, contact the contracting officer responsible for the identified IT acquisition. (End of provision)

DRAFT

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATION AND CERTIFICATION	DEC 2014
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	52.204-23
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2019
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATE OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JAN 2017
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
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009



52.216-7	ALLOWABLE COST AND PAYMENT	AUG 2018
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	AUG 2018
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-01)	JAN 2017
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	JAN 1999
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUL 2013
52.222-3	CONVICT LABOR	JUN 2003
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT 2015
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
52.224-3	PRIVACY TRAINING (ALTERNATE I)	JAN 2017

52.225-1	BUY AMERICAN—SUPPLIES	MAY 2014
52.225-2	BUY AMERICAN CERTIFICATE	MAY 2014
52.225-3	BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT	MAY 2014
52.225-5	TRADE AGREEMENTS	AUG 2018
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	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.228-5	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	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME AND-MATERIALS AND LABOR- HOUR CONTRACTS	AUG 2012
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-25	PROMPT PAYMENT ALTERNATE I (FEB 2002)	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	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
52.237-3	CONTINUITY OF SERVICES	JAN 1991

52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.243-1	CHANGES—FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.243-2	CHANGES—COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.243-2	CHANGES—COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
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	OCT 2018
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
52.249-6	TERMINATION (COST REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 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 CO.

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

(End of Clause)

<u>VAAR Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

### **I.3 52.203-19 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (JAN 2017)**

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart [2.1](#) entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and change and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services for or for a prime contract or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available)

is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

#### **I.4 52.209-10 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)**

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

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

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

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

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

#### **I.5 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such

orders may be issued from the date of contract award through 60 months from the contract effective date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$11.9B.

(2) Any order for a combination of items in excess of \$11.9B; or

(3) A series of orders from the same or ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **I.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the expiration date of the basic contract.

(End of Clause)

## **I.8 RESERVED**

### **I.9 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)**

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

### **I.10 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)**

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

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.



(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23 Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of the time worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those

statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

## **I.11 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

(End of clause)

## **I.12 VAAR 852. 09-70 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)

### **I.13 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

### **I.14 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)**

(a) This clause does not apply to all business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled Veteran-owned small business concerns and Veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled Veteran-owned small business and Veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled Veteran-owned small business concerns and Veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled Veteran-owned small business and Veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled Veteran-owned small businesses and Veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

# **L15 852.219-10 VA NOTICE OF TOTAL SERVICE –DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)**

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

(1) Means a small business concern–

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

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

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

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

(v) The business will comply with VAAR subpart 819.0 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVSOB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVSOB and VSOB set-asides and sole source contracts.

(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 eligible service-disabled Veteran-owned small business concerns. Only VIP-listed service-disabled Veteran-owned small business concerns (SDVSOBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled Veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled Veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and [VAAR subpart 819.70](#). Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a service disabled Veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* When awarded a contract (see [FAR 2.101](#), Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in [VAAR subpart 819.70](#) and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) *Services.* In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) *Supplies or products.*

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver is described in 13 CFR 121.406(b)(5) is granted.

(3) *General construction.* In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) *Special trade contractors.* In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting.* Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.



(e) *Joint ventures.* A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled Veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) *Precedence.* For any inconsistencies between the requirements of the SBA program for service-disabled Veteran-owned small business concerns and the VA Veterans First Contract Program, as defined in [VAAR subpart 819.70](#) and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

#### **I.16 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB—”

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more Veterans or, in the case of any publicly owned business, no less than 5 percent of the stock of which is owned by one or more Veterans;

(ii) The management and daily business operations of which are controlled by one or more Veterans;

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

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

(v) The business will comply with [VAAR subpart 819.70](#) and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled Veteran-owned small business concern (SDVO SBC), is to be construed to also apply to a VA verified and VIP-listed VOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all VOSB set-asides and sole source contracts.

(2) “Veteran” is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from eligible Veteran-owned small business concerns. Only VIP-listed veteran-owned small business concerns (VOSB) may submit offers in response to this solicitation. A VIP-listed service-disabled Veteran-owned small business concern will be considered a VIP-listed Veteran-owned small business concern for this purpose and must also meet the criteria identified in paragraph (a)(1). Offers received from concerns that are not VIP-listed Veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed Veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible VOSB as defined in this clause, 38 CFR part 74, and [VAAR subpart 819.70](#). Pursuant to 38 U.S.C. 8127(e), only VIP-listed VOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a service-disabled Veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB/VOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* When awarded a contract (see [FAR 2.101](#), definitions), including orders under multiple-award contracts, or a subcontract, a VOSB agrees that in the performance of the contract, the VOSB shall comply with requirements in [VAAR subpart 819.70](#) and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed VOSBs are considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) *Services.* In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed VOSBs.

(2) *Supplies or products.*

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed VOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver is described in 13 CFR 121.406(b)(5) is granted.

(3) *General construction.* In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed VOSBs.

(4) *Special trade contractors.* In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed VOSBs.

(5) *Subcontracting.* Any work that a VIP-listed VOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.]

(e) *Joint ventures.* A joint venture may be considered a VOSB is listed in VIP and if the joint venture complies with the requirements in 13 CFR 125.18, provided, that any reference therein to service-disabled Veteran-owned small business concern (SDVO SBC[]), shall also apply equally to a veteran-owned small business (VOSB) and is to be construed for the VA as only a VIP-listed VOSB.

(f) *Precedence.* For any inconsistencies between the requirements of the SBA program for service-disabled Veteran-owned small business concerns and the VA Veterans First Contract Program, as defined in [VAAR subpart 81.70](#) and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of clause)

## **L.17 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes VA Acquisition Regulation (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside and VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of clause)

#### **I.18 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of clause)

### **I.19 VAAR 852.219-76 SUBCONTRACTING PLANS MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement.

(b) Accordingly, any contract resulting from this solicitation will include these clauses, unless the contract is awarded to a small business concern. The Contractor is advised in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 9.05-4, 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 Contracting Officer to assess the Contractor compliance with the subcontracting plan.

(End of clause)

### **I.20 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.21 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

**I.22 MANDATORY WRITTEN DISCLOSURES**

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

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

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

ATTACHMENT 001 - PRICING ATTACHMENT  
ATTACHMENT 002 - LABOR CATEGORY DESCRIPTIONS  
ATTACHMENT 003 - CONTRACTOR'S PROGRESS STATUS AND MANAGEMENT REPORT  
ATTACHMENT 004 - CONTRACT PERFORMANCE REPORT FOR TM  
ATTACHMENT 005 - CONTRACT PERFORMANCE REPORT FOR CR  
ATTACHMENT 006 – GOVERNMENT FURNISHED EQUIPMENT (GFE) REPORT  
ATTACHMENT 007 – DELETED  
ATTACHMENT 008 - MANPOWER REPORT - TASK ORDER  
ATTACHMENT 009 - CONTRACTOR STAFF ROSTER TEMPLATE  
ATTACHMENT 010 - SMALL BUSINESS PARTICIPATION REPORT  
ATTACHMENT 011 - VETERANS EMPLOYMENT CERTIFICATION REPORT  
ATTACHMENT 012 - VETERANS EMPLOYMENT SPREADSHEET  
ATTACHMENT 013 - VETERANS EMPLOYMENT CERTIFICATION  
ATTACHMENT 014 - SMALL BUSINESS FACTOR SPREADSHEET  
ATTACHMENT 015 - T4NG -SAMPLE TASK 1 (PLACE HOLDER)  
ATTACHMENT 0 6 - T4NG -SAMPLE TASK / CERTIF CATION  
ATTACHMENT 0 7 - PER ORMANCE RISK ASSESSMENT QUESTIONNAIRE  
ATTACHMENT 0 8 - T4NG -SAMPLE TASK 2 (PLACE HOLDER)  
ATTACHMENT 0 9 - T4NG -SAMPLE TA K 2 CERTIF CATION

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

#### **K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)**

(a)

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

(2) The small business size standard is \$30M.

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

(b)

(1) If the provision at [52.047](#) System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

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

(c)

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

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



(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

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

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) [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.

(vi) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(viii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) [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.

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

(xi) [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.

(xii) [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

(xiii) [52.222-2](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-6](#), Equal Opportunity.

(xiv) [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.

(xv) [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.

(xvi) [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.

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

(xviii) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xix) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) [52.225-6](#) Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

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

(xxiii) [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.

(xxiv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

☒ (i) [52.204-17](#), Ownership or Control of Offeror.

☒ (ii) [52.204-20](#), Predecessor of Offeror.

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

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

\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
<hr/>			

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

(End of provision)

**K.2 52.204-24 REPRESENTATION REGARDING CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (AUG 2019)**

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

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data packets that such equipment transmits or otherwise handles.

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

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

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

#### REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MARCH 2012)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a

final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(ii) The Offeror has ⇐ has not ⇐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

### **K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or

grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.



(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

DRAFT

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

### 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 CO 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>

<u>FAR Number</u>	<u>Title</u>	(End of Provision)	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT		OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING		JUL 2016
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION		JAN 2017
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORTS		OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION		FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME		MAR 2015

### L.2 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 CO.

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

<u>VAAR Number</u>	<u>Title</u>	<u>Date</u>
852.219-72	EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-PROTÉGÉ PROGRAM	DEC 2009

852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

**L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an FFP, T&M, LH and CR contract resulting from this solicitation.

(End of Provision)

**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.

(c) The offeror must establish fixed hourly rates using 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

(End of Provision)

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

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

CO Name: Robert Kirzow

Hand-Carried Address:

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

Mailing Address:

Department of Veterans Affairs  
Technology Acquisition Center

23 Christopher Way  
Eatontown NJ 07724

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

(End of Provision)

#### **L.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(End of Provision)

#### **L.7 852.209-70 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 CO, the CO 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 CO's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the CO finds that it is in the best interest of the United States to award the contract, the CO 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.9 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)**

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled Veteran-owned small businesses and Veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

- (1) Mentor firms, which are contractors capable of providing developmental assistance;
- (2) Protégé firms, which are service-disabled Veteran-owned small business concerns or Veteran-owned small business concerns; and
- (3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSR).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

**L.10 PROPOSAL SUBMISSION INSTRUCTIONS****1. INTRODUCTION.**

a. The Offeror's proposal shall be submitted electronically via VOA in the files set forth below. The Offeror's proposal shall consist of six volumes. The Volumes are: I - Technical, II - Past Performance, III - Veterans Employment, IV - Small Business Participation Commitment, V - Price and VI - Solicitation, Offer and Award Documents and Certifications/Representations. For Step One, the Offeror's proposal shall consist of three (3) volumes: I - Technical, V - Price, and VI - Solicitation, Offer and Award Documents and Representations/Certifications. For Offerors selected to participate in Step Two, the Offeror's proposal shall consist of four (4) volumes: I - Technical, II - Past Performance, III - Veterans Employment, and IV - Small Business Participation Commitment. Files shall not contain classified data. The use of hyperlinks in proposals is prohibited and any information contained within those hyperlinks will not be evaluated. File sizes shall not exceed 100MB. The web address for the VOA site is <https://www.voa.va.gov/>. Offerors will be required to be registered

users on the VOA website in order to submit proposals. Once Offerors are registered, Offerors can click on the Proposal Dashboard link and within that link click on “Add Proposal” to open up the form to upload files. The Proposal Type drop down field should be changed to 36C10B19R0046 to reflect the solicitation being proposed against. For registration or technical issues concerning proposal submission, contact [voahelp@va.gov](mailto:voahelp@va.gov). Offerors are permitted to provide ONLY ONE PROPOSAL for consideration. **WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror’s proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.**

## 2. PROPOSAL FILES.

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. Each volume shall contain the offeror’s DUNS and CAGE Code. 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 applicable maximum page count for each volume of the Offeror’s proposal. All files will be submitted as either a Microsoft Excel file or an Acrobat (PDF) file as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations font size shall be no smaller than 12-point. Tables and illustrations 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 (minimum 6 point 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. 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 “(Prime Offeror)\_proposal.zip” using WinZip version 6.2 or later version or all of 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. A

cover letter and table of contents are not included in the page counts below. Proposals shall be submitted and evaluated in two steps. All Offerors must submit the files identified below for Step One. Any Offerors that remain in the competitive range following Step One will be required to submit the Step Two files identified below. The titles, file names, and page limit requirements for each file are shown in the Table below:

### **Step One**

<b>STEP ONE SUBMISSION</b>		
<b>Title</b>	<b>File Name</b>	<b>Page Limit</b>
<b>Volume I - Technical Files</b>		
Sample Task Sub-factor - Sample Task 1	(Prime Offeror)_ST1.PDF	25 Page Limit
<b>Volume V - Price Files</b>		
Excel Pricing Attachment	(Prime Offeror)_PRICINGATTACHMENT.XLS(X)	No Page Limit
Pricing Methodology	(Prime Offeror)_PRMETH.PDF	No Page Limit
<b>Volume VI - Solicitation Of r and Award Document and Certifications/Representations</b>		
Solicitation, Offer & Award Documents, Certifications & Representations and Terms and Conditions	(Prime Offeror)_OFRREP.PDF	No Page Limit

Note: The Government will allow a seven (7) business day response time for Step One proposal submission

- i) VOLUME I – TECHNICAL: This volume shall contain a response to Sample Task 1.
- ii) VOLUME V– PRICE FILES: Breakdown of cost data is not required in as much as the Contracting Officer anticipates adequate price competition. The Offeror shall submit a price proposal for a five (5) year base period (hereafter referred to as Years six (6) – ten (10)) in support of the overall contractual requirements to include the following:

(a) The Offeror shall complete the Excel Pricing Attachment. For each Government labor category specified, the Offeror shall provide blended loaded labor rates (one (1) loaded labor rate for the prime contractor and all subcontractors per labor category) for year six (6). The Offeror shall enter escalation rates for years seven (7) through ten (10). Blended loaded labor rates proposed shall be no more than two (2) decimal places. Blended loaded labor rates must be provided for On-Site, Off-Site, and OCONUS work locations. On-Site locations are defined as Government owned and/or operated facilities. Off-Site locations are defined as non-Government owned and/or operated facilities (i.e., the Offeror's local

work facility, etc.). OCONUS locations are defined as Government owned and/or operated facilities (On-Site) outside the continental United States.

(b) Blended loaded labor rates may be escalated from year to year as deemed appropriate by the Offeror. If the Offeror proposes an escalation rate that is less than 1.5 percent, the Offeror shall provide rationale on the "Escalation Methodology" tab of the Excel Pricing Attachment. All blended loaded labor rates will include all cost elements as specified in FAR 52.232-7(a). The proposed blended loaded labor rates will be incorporated into any resultant contract, as binding, not-to exceed ceiling rates. A contract awardee may at its discretion propose lower loaded labor rates on a task-by-task order basis. Blended loaded labor rates shall be based on an eight-hour workday, forty-hour workweek, and a 1920-hour productive work year. Contractors shall be responsible for ensuring compliance with the Service Contract Act (SCA) for applicable 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 blended loaded hourly rates and will not be allowed as ODCs in task orders.

(c) The Offeror is required to include the Government provided Material/ODC amounts and the Government-provided Travel amounts and the Offeror shall also provide any applicable Material Handling and/or General and Administrative (G&A) indirect rates as authorized by FAR 52.232-7 (b) (5), Payments under Time and Materials and Labor Hour Contracts, for the five Year Base Period. This is an estimate for evaluation purposes only. Material Handling and/or G&A indirect rates proposed shall be no more than two (2) decimal places. If not included in the proposal, indirect loadings may not be added during contract performance. IAW regulations regarding time-and-material contracts, when loading these estimates, no fee/profit is allowed. The proposed Material Handling and/or G&A indirect rates will be incorporated into any resultant contract, as binding, not-to exceed ceiling rates. A contract awardee may at its discretion propose lower Material Handling and/or G&A indirect rates on a task-by-task order basis. Expenses for local travel (i.e., from the contractor's local place of business to the local Government facility) will not be reimbursed as a direct cost.

(d) The price proposal shall also include an additional Price Methodology file that identifies the Offeror's proposed fringe rate, overhead rate, G&A rate, Facilities Capital Cost of Money rate (if applicable), and profit percentage. The Price Methodology file will not be used for evaluation purposes.



(e) Each labor category specified by the Government in the solicitation must be addressed (i.e., no un-addressed labor categories). The Offeror shall use the format as depicted in the Excel Spreadsheet as set forth as Attachment 001 in Section J of the solicitation.

(f) The Total Evaluated Price shall be based on the information provided in the Excel Pricing Attachment.

**(iii) VOLUME VI - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS:**

Certifications and Representations- Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. 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:

- (a) Solicitation Section A – Standard Form 33 (SF 33), Solicitation, Offer and Award
- (b) Solicitation Section K – Representations, Certifications and Other Statements of Offerors
- (c) Any proposed exceptions to solicitation terms and conditions.
- (d) The Offeror shall certify that the Step One Sample Task 1 response is the work of the Offeror and its subcontractor(s) with which it has a CTA as defined in FAR subpart 9.6 and will be included in the management volume. Those Offerors proceeding to Step Two shall certify that the Step Two Sample Task 2 response is the work of the Offeror and its subcontractor(s) with which it has a CTA. Offerors shall not use a consultant(s) to develop responses to Sample Tasks. The Government will not consider proposals for award from Offerors that do not provide the certification or provide falsified certifications; and all such responses will be deemed ineligible for award. If it is determined that an awardee provided a falsified certification the awardee will be subject to termination. These certifications are set forth at Solicitation Section J – Attachments 016 and 019.
- (e) The Offeror shall certify that it has in good faith relied on the representations of its employees to derive the total number of employees and the number of Veterans that it employs. This certification is set forth at Solicitation Section J – Attachment 013.

**Step Two**

STEP TWO SUBMISSION		
Title	File Name	Page Limit
<b>Volume I - Technical Files</b>		
Sample Task Sub-factor - Sample Task 2	(Prime Offeror)_ST2.PDF	To Be Determined

Management Sub-factor	(Prime Offeror) MGMT.PDF	10 Page Limit
Contractor Team Arrangements	(Prime Offeror)_MGMT CTA.PDF	No Page Limit
<b>Volume II – Past Performance Files</b>		
Section 1 – Contract Description	(Prime Offeror) CD.XLS(X)	No Page Limit
Section 2 – Performance	(Prime Offeror)_PERF.PDF	2 Page Limit per instance
Section 3 – New Corporate Entities	(Prime Offeror) NCE.PDF	2 Page Limit
Section 4 – Performance Risk Assessment Questionnaire	(Prime Offeror)_QUESTIONNAIRE.PDF	No Page Limit
Section 5 –Contractor Team Arrangement	(Prime Offeror) CTA.PDF	No Page Limit
<b>Volume III – Veterans Employment File</b>		
Veterans Employment Excel spreadsheet	(PrimeOfferor) VE.XLS	
<b>Volume IV - Small Business Participation Commitment Files</b>		
Small Business Participation Commitment Excel Spreadsheet	(PrimeOfferor)_SBPC.XLS	NA

Note: For those Offerors proceeding to Step Two, the Government will allow a 30 calendar day response time for Step Two proposal submission. Sample Task 2 will be released seven (7) business days prior to the end of day 30, and the response shall be included with the Step Two proposal submission no later than day 30.

(i) VOLUME I – TECHNICAL FILES. This volume shall contain separate responses to Sample Task 2 under the Sample Task Sub-factor and the Management Sub-factor, as specified in the table above.

(a) Sample Task Sub-factor – The Offeror’s Sample Task Sub-factor proposal shall address Sample Task 2.

(b) Management Sub-factor– The Offeror’s Management Sub-factor proposal shall address the following areas:

(1) The proposed approach of how the effort required by the T4NG PWS will be accomplished by the Offeror and its subcontractor(s). The Offeror shall provide a brief narrative on the skills and expertise of the prime and each subcontractor, and which functional area(s) each is performing as identified in PWS Paragraph 4.0 and its subparagraphs. The Offeror shall

submit a Contractor Team Arrangement (CTA) IAW FAR subpart 9.6, between the Prime and each subcontractor (as defined in the Past Performance Factor).

(2) The Offeror's ability to attract and retain its workforce – The Offeror shall provide a narrative on its mechanism to attract and retain its workforce.

(ii) VOLUME II – PAST PERFORMANCE FILES. The Offeror shall submit Volume II Past Performance Proposal in a separate file. Past Performance of the Offeror and its proposed major subcontractors will be evaluated. Major subcontractors are defined as the three (3) subcontractors, identified in the Management Sub-factor, expected to receive the greatest amount of subcontracted work and for which a CTA exists. Prime Offerors shall submit up to two (2) instances and major subcontractors shall submit up to one (1) instance of Federal, State or Commercial contracts (prime contracts, task/delivery orders, and/or major subcontracts in performance during the past three years from the solicitation Step One date of issuance), which are relevant to the efforts required by this solicitation. Joint Ventures shall submit up to one (1) instance for each of the entities that make up the Joint Venture, as well as up to one (1) instance for the Joint Venture. Areas of relevance include contracts/subcontracts the Offeror has been awarded that are greater than \$5,000,000 and which provide any of the IT services similar to those required under functional areas 4.1 through 4.11 of the T4NG PWS. The Past Performance volume shall be organized into the following sections:

(1) Section 1 – Contract Descriptions. This section shall include the following information:

(a) Contractor 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).

(b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, and telephone number.

(c) Government's technical representative/Contacting Officer's Representative (COR), and current e-mail address, and telephone number.

(d) Commercial Contract Point of Contact, Email Address, Tel & Fax Number.

(e) Contract Number and task order number (if applicable), period of performance, and total contract value.

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

(3) Section 3 – New Corporate Entities. New corporate entities may submit data on prior contract(s)/task order(s) involving its officers and employees, and any predecessor companies.

However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons or predecessor companies in the prior contract(s)/task order(s) cited. Information shall be included in the files described in the sections above.

(4) Performance Risk Assessment Questionnaire. Performance Risk Assessment Questionnaires, found at Section J Attachment 017 of the solicitation, must be completed and submitted for all contract(s)/task order(s) identified in Section 1.

(5) Contractor Team Arrangement. The Offeror shall submit the CTA required in the Management Sub-factor between the Prime and its three major subcontractors.

(iii) VOLUME III – VETERANS EMPLOYMENT FILE. All Offerors are required to submit the number of Veterans currently employed by the Prime Offeror only at time of the Step Two proposal submission.

The Offeror shall complete the provided spreadsheet, PrimeOfferor\_VE.XLS, found in section J of the solicitation. Please rename this file replacing PrimeOfferor with the Offeror's company name. Additionally, the Offeror must complete the certification set forth at Attachment 013.

Definitions of a "Veteran" and "employee" are as follows: A Veteran is defined as an honorably discharged member of active duty military, reserve or National Guard. An employee is defined as any individual on the payroll of an employer who is an employee for purposes of the employer's withholding of Social Security taxes.

Using the attached spreadsheet in Section J, Prime Offerors shall input the total number of employees for its company only, as well as the total number of Veterans employed by its company (See below example). Joint Venture Prime Offerors shall combine the total number of employees and total number of Veterans employed for all members of the Joint Venture. The spreadsheet will automatically calculate the Percentage of Veterans employed by the Prime Offeror:

<b>Offeror Name:</b>		
<b>Total number of employees at time of proposal submission:</b>		<b>37</b>
<b>Total number of Veterans employed at time of proposal submission:</b>		<b>4</b>
<b>Percentage of Veterans employed by the Prime Offeror:</b>		<b>10.81%</b>

Example Spreadsheet: Please note values in cells above are for example purposes only.

(iv) VOLUME IV – SMALL BUSINESS PARTICIPATION COMMITMENT FILES.

(1) All Offerors are required to submit Small Business Participation Commitment information. Please note the T4NG NAICS code is 541512.

You must use the provided spreadsheet, PrimeOfferor\_SBPC.XLS found in section J of the solicitation. Please rename this file replacing PrimeOfferor with your company name.

See sample spreadsheet below:

A	B	C
<b>Business Type</b>	<b>Requirement</b>	<b>Proposed</b>
<b>Small Business</b>	<b>35%</b>	
<b>Business Type</b>	<b>Goals</b>	<b>Proposed</b>
<b>SDB (including Section 8(a))</b>	<b>5%</b>	
<b>WOSB</b>	<b>5%</b>	
<b>HUBZone</b>	<b>3%</b>	
<b>VOSB</b>	<b>12%</b>	
<b>SDVOSB</b>	<b>10%</b>	

The Government will evaluate the extent the Offeror exceeds the following Small Business Goals: SDVOSB: 10% of the total contract value; VOSB: 12% of the total contract value; SDB (including Section 8(a)): 5% of the total contract value; women-owned small business: 5% of the total contract value; HUBZone Small Business: 3% of the total contract value. If applicable, provide detailed mitigation plans and/or narrative explanations as to why certain goals specified by the Government in Section M, Basis for Award cannot be met as reflected in the table above.

Please note that a Prime Offeror or Subcontractor who meets more than one small business type concern, should be included for each of the proposed goals for that business type (i.e. an Offeror who is a WOSB and also an SDVOSB, should have its percentage be included for the business types WOSB, VOSB and SDVOSB).

Please note that the overall small business requirement of 35% includes all small businesses under the NAICS code.

The percentages proposed for the Goals will be incorporated into any resulting contract IAW H-4 Small Business Requirements.

## SECTION M - EVALUATION FACTORS FOR AWARD

### A. BASIS FOR AWARD

1. This competition is being conducted pursuant to the on-ramp clause of the T4NG contract. The Government intends to award seven (7) contracts to verified Service-Disabled Veteran-Owned Businesses (SDVOSBs). The Government reserves the right to make additional awards or fewer awards to SDVOSBs if it is determined to be in its best interests for any reason. Any awards to be made will be based on the best overall (i.e., best value) proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to the following five (5) evaluation factors: Technical, Past Performance, Veterans Employment, SBPC, and Price. The Technical Factor is significantly more important than the Past Performance Factor, which is slightly more important than the Veterans Employment Factor which is slightly more important than the SBPC Factor, which is slightly more important than the Price Factor. The Technical Factor has two (2) Sub-factors: Sample Task Sub-factor and Management Sub-factor. Within the Sample Task Sub-factor, Sample Task 1 and Sample Task 2 are equally important. The Sample Task Sub-factor is significantly more important than the Management Sub-factor. All 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, all Technical Sub-factors, and the SBPC Factor. Offerors are cautioned that the awards may not necessarily be made to the lowest Price offered or the most highly rated technical proposals.

2. In accordance with FAR 5.30 (c)(2), for purposes of efficiency and in order to reduce the time and cost of source selection, both for the Government and the Offerors, the evaluation will be conducted in phases (hereafter referred to as Step One and Step Two). The phased procedure will be conducted as follows:

In Step One, Offerors shall submit a response to Sample Task 1 and provide the Price Volume. Offerors must be verified in the Vendor Information Pages (VIP) Database as a SDVOSB and qualify as a small business in the System for Award Management (SAM) under the North American Industry Classification System (NAICS) 541512 at the time of Step One proposal submission; the Government will not evaluate Step One proposal submissions from ineligible Offerors. Following the evaluation of Sample Task 1 and the Price Volume, the Government will set a competitive range consisting of the most highly rated proposals. The Government may then elect to conduct discussions (limited solely to the Price Volume) with those Offerors remaining in the competitive range or proceed directly to Step Two with those Offerors remaining in the competitive range.

Offerors remaining in the competitive range following Step One will be eligible to participate in Step Two. Offerors must be verified in the VIP Database and qualify as a small business in SAM under the NAICS 541512 at the time of Step Two proposal submission; the Government will not evaluate Step Two proposal submissions from ineligible Offerors. In Step Two, the Government will request a response to the Sample Task 2 Sub-factor, the Management Sub-Factor, Past Performance Factor, Veterans Employment Factor, and Small Business Participation Commitment Factor. Following the evaluation of the Step Two responses, the Government

may elect to conduct discussions with all Offerors within the initial competitive range, establish a new competitive range and then conduct discussions with the Offerors remaining within the new competitive range, or proceed directly to award without discussions. Additionally, Offerors must be verified in the VIP Database and affirmatively represent as a small business in SAM under the NAICS 541512 at time of award. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor, all Technical Sub-Factors, and the SBPC Factor.

3. The Government may set multiple competitive ranges. IAW FAR 52.215-1(f)(4), Offerors are reminded that if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

## **B. FACTORS AND SUB-FACTORS TO BE EVALUATED**

1. FACTOR I - TECHNICAL. The Sample Task Sub-factor is significantly more important than the Management Sub-factor.

A. Sample Task includes two Sample Tasks (Sample Task 1 and Sample Task 2) of equal importance.

B. Management

2. FACTOR II - PAST PERFORMANCE.

4. FACTOR III – VETERANS EMPLOYMENT.

5. FACTOR IV – SMALL BUSINESS PARTICIPATION COMMITMENT.

6. FACTOR V – PRICE.

## **C. EVALUATION APPROACH**

All proposals shall be subject to evaluation by a team of Government personnel and non-Government advisors from MITRE Corporation – a Federally Funded Research and Development Center (FFRDC).

1. TECHNICAL EVALUATION APPROACH.

a. The Sample Tasks are designed to test the Offeror's expertise and innovative capabilities to respond to the types of situations that may be encountered in performance of a contract resulting

from this solicitation. Accordingly, the Offerors will not be given an opportunity to correct or revise a Sample Task response. The evaluation of each Sample Task will consider the following:

(1) Understanding of Problems - The proposal will be evaluated to determine the extent to which the Offeror demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented by the Sample Task; and the extent to which uncertainties are identified and resolutions proposed.

(2) Feasibility of Approach - The proposal will be evaluated to determine whether the Offeror's methods and approach to meeting the sample task requirements provided the Government with a high level of confidence of successful completion.

b. The evaluation of the Offeror's Management proposal will consider the following:

(1) Understanding of Problems – The proposal will be evaluated to determine the extent to which the Offeror demonstrates a clear understanding of all features involved in solving the problems and meeting the management requirements.

(2) Feasibility of Approach - The proposal will be evaluated to determine whether the Offeror's management and team will meet the PWS requirements and whether the proposal provides the Government with a high level of confidence of successful performance.

2. PAST PERFORMANCE EVALUATION APPROACH. The Past Performance evaluation will assess the relative risk 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 the proposed major subcontractor(s). The prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

a. The Government will conduct a performance risk assessment based on the quality, relevancy, and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. The Government will review past performance data available in the Contract Performance Assessment Reporting System (CPARS). 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 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.

b. The Government will review aspects of technical quality, schedule and performance. Areas to be evaluated may include but are not limited to the Offerors record of: technical understanding, project milestones and schedule; quality of the services provided, and cost controls.



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

3. VETERANS EMPLOYMENT APPROACH. The proposal will be evaluated to determine the extent to which Veterans are employed by the Prime Offeror. If the Prime Offeror is a Joint Venture, the Veteran's Employment Factor will be evaluated based on the extent to which Veterans are employed by the parties making up the Joint Venture. Definitions of a "Veteran" and "employee" are as follows: A Veteran is defined as an honorably discharged member of active military duty, reserve or National Guard. An employee is defined as any individual on the payroll of an employer (Prime Offeror) who is an employee for purposes of the employer's withholding of Social Security taxes.

4. SMALL BUSINESS PARTICIPATION COMMITMENT EVALUATION APPROACH.

The evaluation approach will consider the following:

a. Commitment to Small Business Participation - The proposal will be evaluated to determine the extent to which the Offeror demonstrates a commitment to meeting or exceeding the following Small Business Goals: SDVOSB: 10% of the total contract value; VOSB: 12% of the total contract value; Small Disadvantaged Business (SDB) (including Section 8(a)): 5% of the total contract value; Women-Owned Small Business: 5% of the total contract value; Historically Underutilized Business Zone (HUBZone) Small Business: 5% of the total contract value. Any inability to meet the Government's subcontracting goal(s) for this procurement must be supported by an adequate explanation as to why that goal(s) cannot be met.

The proposal will also be evaluated to determine whether the Offeror has met the overall Small Business Participation Requirement for this procurement which is 35% of the total contract value. The Offeror must meet the Small Business Participation Requirement in order to be found acceptable under this factor.

5. PRICE EVALUATION APPROACH.

- a. The total evaluated price will be derived by summing the total proposed Labor, total Materials/ODCs, and total Travel costs (including associated G&A/Material Handling/ODC indirect loadings) for the five-Year Base Period (Years six (6) – ten (10)).
- b. The total evaluated price shall be based on the information provided in the Excel Pricing Attachment. The total evaluated labor price will be calculated by multiplying each fully loaded blended labor rate proposed by its corresponding level of effort for each year and then summing those amounts for years six (6) – ten (10). The estimated labor hours included in the solicitation are for evaluation purposes only and do not obligate the Government to award such labor hours.

- c. The total ODCs and total Travel costs (including associated G&A/Material Handling/ODC indirect loadings) will be calculated by adding the total proposed amounts for years six (6) – ten (10).
- d. The Government will verify the Offeror's calculation of the total evaluated price. The Government will adjust the Offeror's proposed total evaluated price if mathematical errors are identified.
- e. The Government will evaluate each proposed labor rate to determine whether it is unrealistically low in order to measure performance risk. The Government will not accept any unrealistically low labor rates on contract. Offerors are cautioned that a single proposed unrealistically low labor rate will render its proposal ineligible for award. Since the proposed blended labor rates are binding, the Government's price 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 solely for the limited purpose of aiding the agency in measuring the Offeror's ability to meet the PWS requirements.

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