

2. AMENDMENT/MODIFICATION NUMBER 0002	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
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6. ISSUED BY CODE Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724	7. ADMINISTERED BY (If other than Item 6) CODE Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724
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8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To all Offerors/Bidders	(X)	9A. AMENDMENT OF SOLICITATION NUMBER 36C10B18Q3117
	X	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see amendment to the solicitation below.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joshua Cohen Contracting Officer		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.	PAGE 1 OF 56
5. SOLICITATION NUMBER 36C10B18Q3117	6. SOLICITATION ISSUE DATE
b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME See E.8

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.
7. FOR SOLICITATION INFORMATION CALL: a. NAME		

9. ISSUED BY
Department of Veterans Affairs
Technology Acquisition Center

23 Christopher Way
Eatontown NJ 07724

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR SET ASIDE: _____ % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519

HUBZONE SMALL BUSINESS EDWOSB

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

SIZE STANDARD: \$27.5M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
See Delivery Schedule

Eatontown NJ 07724

CODE

16. ADMINISTERED BY
Department of Veterans Affairs
Technology Acquisition Center

23 Christopher Way
Eatontown NJ 07724

CODE

17a. CONTRACTOR/OFFEROR CODE

FACILITY CODE

TELEPHONE NO. DUNS: DUNS+4:

18a. PAYMENT WILL BE MADE BY
Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin TX 78714-8971

PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This RFQ is for VA.GOV Modernization</p> <p>The period of performance is a 6-month Base Period with two 6-month option periods</p> <p>Order Type: Firm Fixed Price</p> <p>Kelly Reale, kelly.reale@va.gov, 732-440-9712 Contract Specialist</p> <p>Alternate Point of Contact (POC): Joshua Cohen, Phone: 732-440-9696, email: Joshua.Cohen2@va.gov, Contracting Officer</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

ARE ARE NOT ATTACHED.

ARE ARE NOT ATTACHED

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Joshua Cohen

31c. DATE SIGNED

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A.1 COMBINED SYNOPSIS/SOLICITATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and an additional written solicitation will not be issued.

- (ii) Request for Quotation: 36C10B18Q3117
- (iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-99.
- (iv) This is a total Service Disabled Veteran Owned Small Business Set Aside under NAICS code 541519, the relevant size standard is \$27.5M
- (v) See Section B below for the Schedule of Deliverables
- (vi) See Section C Statement of Objectives
- (vii) Period of Performance is 6-months after date of award and FOB point is Destination.
- (viii) The provisions at 52.212-1, Instructions to Offerors—Commercial, and 52.212-2, Evaluation—Commercial Items, do not apply to this acquisition. Evaluation and Basis for award procedures can be found in Section E below.
- (ix) A statement regarding the applicability of the provision at 52.212-2, Evaluation—Commercial Items, if used, and the specific evaluation criteria to be included in paragraph (a) of that provision. If this provision is not used, describe the evaluation procedures to be used.
- (x) Offerors shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items, with its offer.
- (xi) The clause at 52.212-4, Contract Terms and Conditions—Commercial Items, applies to this acquisition and a statement and addenda can be found in Section C below.
- (xii) The clause at 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items, applies to this acquisition details of which can be found in Section C below.
- (xv) Quoters shall submit Relevant Case Studies and the Proposed CMS to Kelly Reale at Kelly.Reale@va.gov no later than 3PM EST 08/22/2018.
- (xvi) Please contact Kelly Reale, (732) 440-9712, Kelly.Reale@va.gov for information regarding the solicitation.

A.2 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 et seq.), the Anti-Deficiency Act (31 U.S.C. § 1341 et seq.), the Competition in Contracting Act (41 U.S.C. § 3301 et seq.), the Prompt Payment Act (31 U.S.C. § 3901 et seq.), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

A.3 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Contracting Officer 36C10B
Joshua Cohen
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown NJ 07724

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other [In accordance with Section B, Schedule of Deliverables]

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

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

AMENDMENT NO	DATE

SECTION B.1 - SUPPLIES OR SERVICES AND PRICE/COSTS

Days used below refer to calendar days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.					
BASE PERIOD (6-months)					
<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	<p>Project Management in accordance with (IAW) Statement of Objectives (SOO) paragraph 5.1, inclusive of subparagraphs.</p> <p>This Firm Fixed Price (FFP) Contract Line Item Number (CLIN) includes all labor and deliverables required for the successful completion of the services detailed in PWS paragraph 5.1 and all of its subparagraphs for the base period and each option period and optional task, if exercised.</p> <p>The cost of Project Management CLIN 0001 and subcontract Sub-Line Item Number (SLIN) 0001AA, 0001AB, and 0001AC shall be included in and allocated to the remaining FFP CLINs below including all option periods.</p> <p>Period of Performance will be 6-months After Effective Date (AED).</p>	1	LO	NSP	NSP
0001AA	<p>Contractor Project Management Plan (CPMP) IAW SOO paragraph 5.1.1</p> <p>Due 30 days AED and updated as necessary thereafter.</p> <p>Electronic submission to: VA Program Manager (VA PM), Contracting Officer's Representative (COR), Contracting Officer (CO), and Contract Specialist (CS)</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
0001AB	<p>Monthly Status Report IAW SOO paragraph 5.1.2</p> <p>Due Monthly throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP

0001AC	<p>TMS Training Certificates and Rules of Behavior IAW SOO paragraph 5.1.3</p> <p>Due 7 days AED and within 7 days of the onboard of each new employee.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
00XX	<p>Agile Delivery</p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP will be 6-Months AED.</p>	XX	EA	\$	\$
00XX	<p>TRAVEL</p> <p>Travel in accordance with SOO paragraph 4.3</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Travel Ceiling: \$10,000.00 + Fixed Handling Rate ___% = Travel NTE Ceiling \$ _____ (Inclusive of Government NTE travel ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
00XX	<p>MATERIALS</p> <p>Materials shall be purchased only upon receipt of approval of the COR.</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Material Ceiling: \$30,000.00 + Fixed Handling Rate ___% = Materials NTE Ceiling \$ _____</p>	1	NTE	\$	

	(Inclusive of Government NTE Material ceiling + Fixed Handling Rate)				
Base Period Total					\$
OPTION PERIOD 1 (6-months)					
This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the Base Period.					
10XX	<p>Agile Delivery</p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP will be 6-Months AED.</p>	XX	EA	\$	\$
10XX	<p>TRAVEL</p> <p>Travel in accordance with SOO paragraph 4.3</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Travel Ceiling: \$10,000.00 + Fixed Handling Rate ___% = Travel NTE Ceiling \$ _____ (Inclusive of Government NTE travel ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
10XX	<p>MATERIALS</p> <p>Materials shall be purchased only upon receipt of approval of the COR.</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Material Ceiling: \$30,000.00 + Fixed Handling Rate ___% = Materials NTE Ceiling \$ _____ (Inclusive of Government NTE Material ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
Option Period 1 Total					\$

OPTION PERIOD 2 (6-months)

This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of Option Period 1.

20XX	<p>Agile Delivery</p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP will be 6-Months AED.</p>	XX	EA	\$	\$
20XX	<p>TRAVEL</p> <p>Travel in accordance with SOO paragraph 4.3</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Travel Ceiling: \$10,000.00 + Fixed Handling Rate ___% = Travel NTE Ceiling \$ _____ (Inclusive of Government NTE travel ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
20XX	<p>MATERIALS</p> <p>Materials shall be purchased only upon receipt of approval of the COR.</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Material Ceiling: \$30,000.00 + Fixed Handling Rate ___% = Materials NTE Ceiling \$ _____ (Inclusive of Government NTE Material ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
Option Period 2 Total					\$
Total Task Order					\$

**SECTION B.2 - DESCRIPTION/SPECIFICATIONS/STATEMENT OF
WORK**



**STATEMENT OF OBJECTIVES (SOO)
DEPARTMENT OF VETERANS
AFFAIRS**

**Office of Information & Technology
Enterprise Program Management Office**

VA.gov Modernization

Date: June 30, 2018

TAC-18-TBD

SOO Version Number: 1.0

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Enterprise Program Management Office (EPMO) is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

This action shall support VA Digital Modernization and updates to VA's primary Veteran-facing property, VA.gov, through the implementation of a content management system. VA.gov receives approximately 5 million visits per month.

The effort to modernize VA.gov is part of the larger VA-wide effort known as the VA Digital Modernization Strategy. VA is committed to dramatically upgrading its user-facing digital tools, becoming the first federal agency to deliver a digital experience on par with the private sector. To align our digital experience with our users' expectations, VA will follow a core set of digital modernization principles:

1. Every VA service will have a single, high quality digital version, designed with direct input from users. All VA digital services will have a consistent look and feel.
2. Top services will be accessible from a single customer-focused homepage on VA.gov. This homepage will be organized around the primary actions people are trying to take when they visit VA. The homepage will be optimized for quickly connecting users with the tool or information they are seeking. VA's internal org chart will be invisible to customers.
3. Whenever possible, services will be personalized for the individual using the tool
4. All existing VA account holders, regardless of which account they have, will be able to use that account to access all of VA's digital tools
5. VA's customer support channels will be equipped to assist Veterans with digital tools, and Veterans will be provided the same information about their situation regardless of whether the use a digital tool or a different customer support channel.
6. Every service will be equally available in desktop and mobile environments
7. Customer information will be protected with best-in-class security

The Web Brand Consolidation Working Group (a subcommittee of VA's Web Governance Board) was created to take action on this strategy on VA's primary Veteran-facing web properties: va.gov, vets.gov, myhealth.va.gov, ebenefits.va.gov, and explore.va.gov. This group has identified four key problems with the current Veteran experience across these web properties, which are partially addressed in this SOO.

- Veterans can not find the tools and services they need online
- Users are confused by the disjointed navigation between sites
- VA web sites are designed for the Administrations, not users
- Cross-administration governance of VA.gov is complicated

Addressing these problems will help to make progress toward the Digital Modernization Vision. To address these problems, the Working Group decided to design and build a new Veteran-first experience for VA.gov. This experience will include a new homepage for VA.gov; updated global header, footer, and navigation; new benefit hub pages; and new landing pages for many of the top VA services. All of these new pages will be served from the AWS GovCloud (VA Enterprise Cloud) infrastructure currently supporting vets.gov. In addition to the new pages, the content and tools that currently exist on vets.gov will be rolled under the va.gov url structure and the vets.gov brand will be retired. This work is currently in progress under an existing contract and is expected to launch by Veteran's Day 2018. This work is not the subject of this SOO.

The subject of this SOO is to support the Post-Veteran’s Day experience on VA.gov. The Contractor will be expected to implement a Content Management System in the VA Enterprise Cloud to allow VA stakeholders to manage VA.gov content. The initial MVP of this Content Management System must be delivered within the 6 month base period.

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this SOO, the Contractor shall comply with the Applicable Documents that are included in Section 7.0 below.

3.0 SCOPE OF WORK

The Contractor will implement a Content Management System and provide additional support for the VA Digital Modernization Strategy through improvements to VA.gov.

3.1 ORDER TYPE

The effort shall be proposed on a Firm Fixed Price (FFP) and Time & Materials.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance shall be 6-months from date of award, with two 6-month options.

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

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

Under current definitions, four are set by date:

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

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

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

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

4.2 PLACE OF PERFORMANCE

Efforts under this TO may be performed in VA facilities located at 811 Vermont Ave NW, Washington, DC and/or at the Contractor’s -site. The Government will provide up to 6 hoteling spaces for Contractor

staff to use throughout the life of the project. The Government strongly recommends that the Contractor maintain regular physical presence on the Government site.

4.3 TRAVEL

The Government anticipates travel under this effort to perform the tasks associated with the effort, as well as to attend program-related meetings or conferences throughout the PoP. Contractors may be required to perform additional site-visits (CONUS only) to government and non-government facilities to conduct user research or stakeholder engagement

Travel shall be reimbursed on a Time & Materials basis in accordance with the Federal Travel Regulations (FTR) and requires advanced concurrence by the COR. Contractor travel within the local commuting area will not be reimbursed.

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the SOO. The initial baseline CPMP shall be concurred upon and updated in accordance with Section B of the contract. The Contractor shall update and maintain the VA PM approved CPMP throughout the PoP.

Deliverable:

- A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

5.1.2.1 EPMO MANAGEMENT

The Contractor shall use the DSVAs Github environment to track execution details. The Github Repository will be used to provide a single authoritative product data source and artifact repository. The Contractor shall utilize Github tools, at a minimum, to:

1. Input and manage scheduled product sprints and backlog
2. Input and manage product risks and issues
3. Input and manage product configurations and changes
4. Input and manage product test plans and execution
5. Input and manage product planning and engineering documentation
6. Input and manage linkages between requirements, code, tests and defects to correlate requirements to change orders to configurable items to risks, impediments, and issues to test cases and test results to show full traceability.

Deliverable: The Contractor shall use GitHub, GitHub Extensions, and other approved tools to provide full technical and end-user documentation, during and at the end of the project, for all software development

efforts and product releases with all information necessary to document processes, procedures, code artifacts, test scripts, and/or policies that were implemented over the course of this contract.

Monthly Status Report

Contractor shall deliver monthly Review Report detailing the status of all work efforts. The Monthly Status Report shall include the following data elements:

1. Project Name and TO;
2. All work in-progress and completed during the reporting period;
3. Identification of any TO related issues uncovered during the reporting period and especially highlight those areas with a high probability of impacting schedule, cost or performance goals and their likely impact on schedule, cost, or performance goals;
4. Explanations for any unresolved issues, including possible solutions and any actions required of the Government and/or Contractor to resolve or mitigate any identified issue, including a plan and timeframe for resolution;
5. Status on previously identified issues, actions taken to mitigate the situation and/or progress made in rectifying the situation;
6. Work planned for the subsequent two reporting periods, when applicable;
7. Workforce staffing data showing all Contractor personnel performing on the effort during the current reporting period. After the initial labor baseline is provided, each Monthly Status Report shall identify any changes in staffing identifying each person who was added to the contract or removed from the contract

These reports shall not be the only means of communication between the Contractor COR and the VA Program/Project Manager to advise of performance/schedule issues and to develop strategies for addressing the issues. The Contractor shall continuously monitor performance and report any deviation from the CPMP or previous Bi-Weekly EPMO Status Report to the COR and VA Program/Project Manager during routine, regular communications.

Deliverable:

- A. Monthly Status Report

5.1.3 PRIVACY & HIPAA TRAINING

The Contractor shall submit Training Management Systems (TMS) Training Certificates of completion for VA Privacy and Information Security Awareness, Rules of Behavior and Health Insurance Portability and Accountability Act (HIPAA) training. The Contractor shall provide signed copies of the Contractor Rules of Behavior in accordance with Section 9, Training, from Appendix C of the VA Handbook 6500.6, "Contract Security".

The Contractor shall submit status of VA Privacy and Information Security Awareness training for all individuals engaged on the task.

Deliverables:

- A. TMS Training Certificates
- B. Signed Contractor Rules of Behavior

5.1.4 TECHNICAL KICKOFF MEETING

The Contractor shall hold a technical kickoff meeting within 10 days after TO award. The Contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. The Contractor shall specify dates, locations (in-person

preferred but can be virtual), agenda (shall be provided to all attendees at least five calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three calendar days after the meeting). The Contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), COR, and the VA PgM / PMs.

The Contractor shall deliver the kick-off meeting package three days after the kickoff meeting. The package shall include a work planning and delivery approach, milestone schedule, and constraints.

5.2 PERFORMANCE OBJECTIVES (BASE AND OPTION PERIODS)

The Contractor(s) shall provide VA with agile delivery teams during the base and option periods (if exercised).

These teams shall deliver viable, digital solutions (specific activities are listed below) in support of VA's Digital Modernization effort and ship complete code to users every two to three weeks.

The specific nature of the capabilities required for each team are articulated below. However, it is expected that the agile delivery teams will include members with expertise in one or more of the following areas: product and delivery management, systems architecture, software development, CMS configuration, CMS user management, user research, user experience (UX) strategy, user interface (UI) and visual design, static and dynamic content management, content writing, and development and operations (DevOps). Skillsets of team members on each agile team should be aligned to support delivery of the digital products detailed below and individuals may be shared across agile teams.

The Contractor's support and solutions shall follow the practices described in the Digital Services Playbook (<https://playbook.cio.gov>). The Contractor shall be familiar with the concepts in each play and implement them in its approaches and support. The Contractor shall incorporate modern user research and usability testing best practices into all solutions. The Contractor shall design, develop, configure, customize, deploy, and operate solutions. Once deployed, the Contractor shall provide production support of the solution as required, including limited user support. The Contractor shall deliver modern digital services that use DevOps techniques that embrace continuous integration and continuous deployment. The Contractor shall deliver secure and tested modern web application designs using automated testing frameworks.

VA.gov Content Management System

The Contractor shall implement a CMS in the VA Enterprise Cloud to support the modernized VA.gov. The Contractor shall complete the following activities within the base period of performance (first 6 months) and continue to improve on the resulting MVP should option periods be executed.

This contract does not include research or comparative analysis of CMS technologies. The Contractor must be prepared to begin work on their proposed CMS solution at contract initiation. The Contractor's proposed CMS technology must meet the requirements detailed below and in the Operating Constraints Section 5.2.1.

- 1. Create an MVP CMS for VA.gov in the VA Enterprise Cloud (VAEC).** Contractor will implement the MVP of an open-source Content Management System for VA.gov. The MVP will be complete before the end of the base period of performance. The CMS must provide a streamlined interface, maintain the benefits of the current vets.gov technology stack and release process, provide user-friendly administrative views, allow for dynamic content, and allow for reusable structured content and content APIs. This implementation includes CMS DevOps for the code base and content, front-end integration with the current vets.gov repo, and integration with the current identity solution. See Operating Constraints 5.2.1 for additional requirements.

2. **Design a new content model for VA.gov.** Following industry best practices, design and implement an effective, re-usable content model for VA.gov. The content model must address all static content currently on vets.gov and all pages built as part of the Veteran's Day 2018 launch. This model must be capable of scaling to integrate static content from the legacy va.gov website, myhealth.va.gov, and ebenefits.va.gov. This will require working with VA stakeholders to audit and define which content to recreate in the new content model. This will include creating new templates consistent with Formation, which serves as the VA design standards, and identifying solutions for integrating prioritized VA.gov pages including VA medical facilities, VA administration pages, and other existing VA.gov pages.
3. **Implement content governance.** Implement a consistent and sustainable governance process for VA.gov content. Includes CMS user permissions, roles, controls, and workflows. Incorporates human content workflows (i.e., staff editing and reviewing website copy) with agile development and continuous deployment. Includes coaching Government staff on use of CMS and adoption of new workflows. The VA Web Brand Consolidation Working Group is currently working to define structures and processes for VA review of content.
4. **Write and edit new content pages.** Support VA stakeholders with plain language and writing-for-web best practices in the creation, modification, and publishing of public facing content. Conduct content audits, inventories, and reviews as needed to research and design new content across VA.gov, with a focus on customer-facing content that gets users to tools and transactions. The contractor will work with the VA Web Governance Board to define and prioritize content for migration into the CMS.
5. **Migrate content from vets.gov into the CMS.** Map and migrate vets.gov content into the new content model for the CMS, allowing for implementation of the content governance strategy and management by VA stakeholders. VA's priority is to migrate static content and dynamic content not directly tied to digital applications and tools. This migration also includes all pages and content built on VA.gov in the VAEC as part of the Veteran's Day 2018 Launch.
6. **Follow search engine optimization (SEO) best practices.** Follow best practices in modern web development to optimize VA.gov pages for search. Integrate content SEO with CMS SEO (e.g. tagging, metadata). All new pages created or migrated by the Contractor will be optimized for SEO.
7. **Provide improved internal search.** Replace existing VA.gov site search with a modern tool that optimizes internal search of structured content pages. Conduct research and work with VA stakeholders to determine the best kind of search technology to meet users' needs. Additional details in Operating Constraints Section 5.2.1.
8. **Use advanced analytics and measurement.** Monitor and analyze website performance, web analytics, customer experience, and CMS use for VA.gov. Follow industry standards for front end performance of the final product for the end user.
9. **Authority to Operate (ATO).** In accordance with VA Handbook 6500) and all other relevant VA policies, the Contractor shall assist VA in achieving an Authority to Operate for the new VA.gov solution and ensure that the ATO is maintained throughout the PoP including updating any necessary documentation.

Deliverables:

- A. Deliverables under this section are defined as the completion and acceptance of products delivered according to the contractor's "Definition of Done" for iterations completed, which are based on the contractor's proposed agile software development methodology. The "Definition of Done", at a minimum, shall provide production-ready products as a result of the agile iterations.

5.2.1 OPERATING CONSTRAINTS

1. **Multi-vendor Environment:** The Contractor shall operate in multi-vendor environments where the Contractor may not own the entire system design and may not be able to modify certain aspects of the system architecture. These environments include the current VA.gov infrastructure and the

current vets.gov infrastructure. Coordination between Contractors and government representatives will be required to maintain efficient operations and delivery.

2. Content Management System Selection: The Contractor shall implement a CMS that is open source, has an active community of users, and is of commercial quality (Drupal, WordPress, or similar). This CMS must be capable of meeting VA.gov's content management needs for scope and scale. The CMS shall be designed to allow content sharing between VA.gov and VA mobile applications, VA call center staff portals, and authorized third party websites (e.g. VSO's) via APIs or another recommended solution.
3. Transition: The Contractor shall implement a CMS in a manner that allows for the transition of development and maintenance to VA or another Contractor at the conclusion of this contract.
4. Search: The Contractor shall select and implement a search solution that is modern, open source, and commercial quality capable of meeting VA.gov's search needs for scope and scale. This search solution may be search.gov, a Government-owned search currently implemented on another Government website, the native-built CMS search, or another open source solution.

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK

6.1.1 ONE-VA TECHNICAL REFERENCE MODEL

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

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

The Contractor shall ensure Commercial Off-The-Shelf (COTS) product(s), software configuration and customization, and/or new software are Personal Identity Verification (PIV) card-enabled by accepting HSPD-12 PIV credentials using VA Enterprise Technical Architecture (ETA), http://www.ea.oit.va.gov/VA_EA/VAEA_TechnicalArchitecture.asp, and VA Identity and Access Management (IAM) in use by DSVa (currently ID.me but is subject to change).

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.

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

6.1.3 INTERNET PROTOCOL VERSION 6 (IPV6)

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005

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

6.1.4 TRUSTED INTERNET CONNECTION (TIC)

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

6.2 SECURITY AND PRIVACY REQUIREMENTS

It has been determined that protected health information may be disclosed or accessed and a signed Business Associate Agreement (BAA) shall be required. The Contractor shall adhere to the requirements set forth within the BAA, referenced in Section D of the contract, and shall comply with VA Directive 6066.

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

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

Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low Risk	Tier 2 / Moderate Risk	Tier 4 / High Risk
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. Within 3 business days after award, the Contractor shall provide a roster of Contractor and SubContractor employees to the COR to begin their background investigations in accordance with the PAL templates <https://www.va.gov/process/artifacts.asp>. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- c. The Contractor should coordinate with the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4. below) when getting fingerprints taken.
- d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) Optional Form 306
 - 2) Self-Certification of Continuous Service
 - 3) VA Form 0710
 - 4) Completed SIC Fingerprint Request Form
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- f. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via e-QIP).
- g. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- h. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed "Contractor Rules of Behavior", and with a valid, operational PIV credential for PIV-only logical access to VA's network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for

the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of OPM.

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

Deliverable:

- A. Contractor Staff Roster

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract.

6.4 PERFORMANCE METRICS

The table below defines the general Performance Standards and Acceptable Levels of Performance associated with this effort. A Quality Assurance Surveillance Plan will be developed based on contractor's Performance Work Statement.

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

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

Deliverable:

- A. QASP

6.5 FACILITY/RESOURCE PROVISIONS

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

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

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

This remote access may provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, 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 SOO. 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 **Error! Reference source not found.** and ADDENDUM B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE.

6.6 GOVERNMENT FURNISHED PROPERTY

The Government has determined that remote access solutions involving Citrix Access Gateway (CAG) have proven to be an unsatisfactory access method to complete the tasks on this specific contract. The Government also understands that GFE is limited to Contractors requiring direct access to the network to: access development environments; install, configure and run TRM-approved software and tools (e.g., Oracle, Fortify, Eclipse, SoapUI, WebLogic, LoadRunner, etc.); upload/download/ manipulate code, run scripts, apply patches, etc.; configure and change system settings; check logs, troubleshoot/debug, and test/QA.

The Government will not provide IT accessories including but not limited to Mobile Wi-Fi hotspots/wireless access points, additional or specialized keyboards or mice, laptop bags, extra charging cables, extra PIV readers, peripheral devices, additional RAM, etc. The Contractor is responsible for providing these types of IT accessories in support of the contract as necessary and any VA installation required for these IT accessories shall be coordinated with the COR.

7.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this SOO, the Contractor shall comply with the following:

1. "Federal Information Security Modernization Act of 2014"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 199. Standards for Security Categorization of Federal Information and Information Systems, February 2004
4. FIPS Pub 200, Minimum Security Requirements for Federal Information and Information Systems, March 2016
5. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. Public Law 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006, Title IX, Information Security Matters
8. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
9. VA Handbook 0710, Personnel Security and Suitability Security Program, May 2, 2016, <http://www.va.gov/vapubs>
10. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
11. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
12. Office of Management and Budget (OMB) Circular A-130, "Managing Federal Information as a Strategic Resource," July 28, 2016
13. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
14. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
15. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
16. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, 2012
17. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," March 10, 2015
18. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
19. VA Handbook 6500.2, "Management of Breaches Involving Sensitive Personal Information (SPI)," July 28, 2016
20. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
21. VA Handbook 6500.5, "Incorporating Security and Privacy in System Development Lifecycle", March 22, 2010
22. VA Handbook 6500.6, "Contract Security," March 12, 2010
23. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
24. 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>
25. One-VA Technical Reference Model (TRM) (reference at <https://www.va.gov/trm/TRMHomePage.aspx>)
26. VA Directive 6508, "Implementation of Privacy Threshold Analysis and Privacy Impact Assessment," October 15, 2014
27. VA Handbook 6508.1, "Procedures for Privacy Threshold Analysis and Privacy Impact Assessment," July 30, 2015
28. VA Handbook 6510, "VA Identity and Access Management", January 15, 2016
29. VA Directive 6300, Records and Information Management, February 26, 2009
30. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010

31. NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: a Security Life Cycle Approach, June 10, 2014
32. NIST SP 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations, January 22, 2015
33. OMB Memorandum, "Transition to IPv6", September 28, 2010
34. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, October 26, 2015
35. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
36. OMB Memorandum 04-04, E-Authentication Guidance for Federal Agencies, December 16, 2003
37. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
38. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
39. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
40. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
41. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
42. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
43. NIST SP 800-63-3, 800-63A, 800-63B, 800-63C, Digital Identity Guidelines, June 2017
44. NIST SP 800-157, Guidelines for Derived PIV Credentials, December 2014
45. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
46. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
47. VA Memorandum "Mandate to meet PIV Requirements for New and Existing Systems" (VAIQ# 7712300), June 30, 2015, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4846>
48. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013, https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2015/04/TIC_Ref_Arch_v2-0_2013.pdf
49. OMB Memorandum M-08-05, "Implementation of Trusted Internet Connections (TIC), November 20, 2007
50. Office of Information Security (OIS) VAIQ #7424808 Memorandum, "Remote Access", January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
51. VA Memorandum, "Implementation of Federal Personal Identity Verification (PIV) Credentials for Federal and Contractor Access to VA IT Systems", (VAIQ# 7614373) July 9, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
52. VA Memorandum "Mandatory Use of PIV Multifactor Authentication to VA Information System" (VAIQ# 7613595), June 30, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
53. VA Memorandum "Mandatory Use of PIV Multifactor Authentication for Users with Elevated Privileges" (VAIQ# 7613597), June 30, 2015; <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>

54. “Veteran Focused Integration Process (VIP) Guide 2.0”, May 2017,
<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>
55. “VIP Release Process Guide”, Version 1.4, May 2016,
<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4411>
56. VA Memorandum “Use of Personal Email (VAIQ #7581492)”, April 24, 2015,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
57. VA Memorandum “Updated VA Information Security Rules of Behavior (VAIQ #7823189)”, September, 15, 2017,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
58. API Best Practices
 - a. 18 F API Standards (<https://github.com/18F/api-standards>)
 - b. WH API Standards <https://github.com/WhiteHouse/api-standards>
59. Building Twelve-Factor App (<https://12factor.net/>).
60. Experience with incorporating and using open source technologies (<https://sourcecode.cio.gov/OSS/>).
61. The Agile Manifesto (<http://www.agilemanifesto.org/>)
62. The U.S. Digital Services Playbook (<https://playbook.cio.gov/>)
63. The Techfar Hub (<https://techfarhub.cio.gov/>)
64. VA Enterprise Cloud (VAEC) Technical Reference Guide for Acquisition Support, October 2017 (Attachment 001)
65. Best Practices for Agile Practices (Attachment 002)
66. VA Modernization Acq Diagram (Attachment 003)

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.227-01	AUTHORIZATION AND CONSENT	DEC 2007
52.227-02	NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSES	DEC 2007
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	JAN 2017

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUL 2018)

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

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

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

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

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

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

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

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

___ (10) [Reserved]

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

___ (ii) Alternate I (Nov 2011) of 52.219-3.

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

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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

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

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

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

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

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

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

(38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

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

- ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- X (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

(End of Clause)

C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

C.5 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)

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

(1) Means a small business concern:

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

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

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

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

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

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

(b) General.

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

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

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

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

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

(End of Clause)

C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.7 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 . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Clause)

SECTION D - LIST OF ATTACHMENTS

Attachment 001 - VA Enterprise Cloud (VAEC) Technical Reference Guide for Acquisition Support, October 2017

Attachment 002 - Best Practices for Agile Practices

Attachment 003 - VA Modernization Acq Diagram

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity

Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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 electronically on SAM.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end

products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No. Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No.

[List as necessary]

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

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

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

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

(s) [Reserved].

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

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

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

(End of provision)

E.4 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

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

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

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

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

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

(End of provision)

E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

- (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

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

(End of Provision)

E.7 VIP VERIFICATION REQUIREMENT FOR SDVOSBS

As required by the Vets First Contracting Program (Public Law 109-461), consideration for contract award is limited to SDVOSBs that are registered and verified in Vendor Information Pages (VIP) database (<http://www.va.gov/OSDBU/index.asp>) at time of submission of offer and at time of contract award. Accordingly, quotes submitted by VOSBs and/or SDVOSBs that do not meet the VIP verification requirements will not be considered.

E.8 INSTRUCTIONS, CONDITIONS, AND BASIS FOR AWARD

Step 1: Proposed Content Management System (CMS) and Case Studies

Quoters shall submit Relevant Case Studies and the Proposed CMS to Kelly Reale at Kelly.Reale@va.gov no later than 3PM EST 08/22/2018.

A. Proposed CMS

Each Quoter shall include which CMS it is proposing in response to this solicitation. The CMS shall comply with Statement of Objectives (SOO), specifically paragraph 5.2.1 "Operating Constraints." Quoter shall provide a brief description of why it chose the proposed CMS and how it satisfies the requirements of the SOO. Each Proposed CMS submission is limited to 2 pages.

B. Case Study Submission

Quoters shall submit three relevant case studies for evaluation. Relevant case studies must demonstrate recent (within the past three years) performance of tasks, detailed in the Statement of Objectives (SOO), related to the proposed CMS, performed by the quoter or any proposed subcontractor who will be responsible for at least 30% of your proposed approach. Quoters are

strongly encouraged to submit case studies that demonstrate capability to perform multiple tasks from the SOO and include where those services supported the proposed CMS in circumstances similar to those contained in SOO Section 5.2.1 “Operating Constraints.” The Case Studies shall demonstrate an agile methodology and adherence to practices found within the Digital Services Playbook (<https://playbook.cio.gov/>). Each case study submission is limited to 3 pages in PDF Format.

Quoters must include the following details for each case study submission:

- A. Client organization name
- B. Period of performance
- C. Quoter’s role
- D. Goals and outcomes
- E. Technology solution
- F. Delivery Methodology

****Please note that Quoters shall ensure that any subcontractor whose relevant past experience is utilized for a Case Study provided in Step 1 is also included as a proposed Subcontractor in each future Step including any resultant award. Failure to ensure this may render an Quoter’s quote unacceptable.**

Proposed CMS and Case Studies Evaluation

The Quoters Proposed CMS solution will be evaluated to determine whether it can meet the requirements of the Operational Constraints in Section 5.2.1. The Quoter’s Case Studies will be evaluated to determine the Quoter’s capability and suitability to perform the work required in the Technical Solution. The Quoters determined to be most suitable and capable resulting from Step 1 will be selected for Step 2. The Government will determine the appropriate number of Quoters for Step 2 that is most beneficial to the Government.

Step 2: Due Diligence (NON-EVALUATED STEP)

Date: 8/31/2018

This is a single meeting with each Quoter who has been selected to move forward from Step 1. This meeting is considered the question & answer opportunity and is a non-evaluated step. No comments, information, or questions presented by the vendors will be considered in the evaluation. This time is open for vendors to ask questions in order to limit the amount of assumptions that will be included as part of the Quoter’s technical or price solutions. Further instructions for Step 2 will be provided to all selected Quoters. Please note, when specific information that is determined necessary for the preparation of proposals is disclosed to one or more potential quoters, that information will be made available to all quoters.

Step 3: Submittal of Written Technical Solution, Price, and Technical Demonstration

Only open to Quoters who have been selected to move forward from Step 1. Submit Written Technical Solution and Price Volume to Kelly Reale at Kelly.Reale@va.gov no later than 9/10/2018 at 4PM EST.

Submit the following:

- A. Written Technical Solution limited to 15 pages excluding cover letter and table of contents from page count in PDF Format.
- B. Price Volume

A. Written Technical Solution

The Written Technical Solution shall demonstrate the Quoter's ability and expertise to deliver a solution that meets the established needs and purpose of the RFQ. The Quoter's proposed solution shall identify how the objectives will be met as stated in the Statement of Objectives. Within the Written Technical Solution, the Quoter shall demonstrate its:

- 1) Overall methodology and approach to plan, implement, and configure the proposed CMS for VA.gov.
- 2) Knowledge and approach to Agile software development.
- 3) Knowledge and approach to User Centered design.
- 4) Knowledge and approach to Development Operations (DevOps).
- 5) Knowledge and approach to Content Writing.
- 6) What the Quoter would need from the Government to ensure success and any barriers that would reduce or delay success.
- 7) How success and end user satisfaction will be determined and the strategy for capturing both product metrics and process metrics.
- 8) The proposed Labor Mix and Level of Effort by Iteration supporting the proposed firm-fixed-price. This description shall indicate whether the Labor Category is being proposed for the Prime or a subcontractor including which proposed subcontractor. Please include Labor Category descriptions for each Labor Category proposed including the experience, skill sets, and education for each Category.

Technical Assumptions, Conditions, or Exceptions – The Quoter's Written Technical Solution shall include all (if any) technical assumptions, conditions, or exceptions related to any of the requirements or terms and conditions of the Statement of Objectives. If not noted in this section of Quoter's quote, it will be assumed that there are no assumptions, conditions, or exceptions for award, and that the Quoter agrees to comply with all of the terms and conditions set forth in this RFQ. It is not the responsibility of the Government to seek out and identify technical assumptions, conditions, or exceptions buried within the Quoter's submission. The Government reserves the right to reject any quote that includes any technical assumptions, conditions, or exceptions that impact or affect the Government's objectives or requirements.

B. Price

Quoters shall submit a price volume which shall include the following:

- Completed Section B and price proposal excel spreadsheet
- Supporting documentation as described below
- Assumptions, conditions, and exceptions related to price

Section B and price proposal excel spreadsheet: Vendors shall fill into the provided Section B document their proposed Contract Line Items (CLINs) and provide fill-ins as included in each CLIN, and a unit price and extended price for each CLIN. Vendors are free to add additional CLINs to support their proposed price. Additionally, a price proposal shall be submitted in Microsoft Excel spreadsheet format. The first tab shall be a summary to include a top level rollup of the total dollars and percentages by labor, materials, travel, Other Direct Costs, and total Task Order price. Labor shall further be broken out by labor categories, labor rates, and hours. A separate tab shall be used for the Prime and each Subcontractor. Additionally, any material or travel handling rates proposed for the Material or Travel line items shall be noted as well.

Supporting documentation - Documentation is required to support the pricing proposed. This shall demonstrate the correlation between the proposed technical solution and the Section B submitted. The

supporting documentation shall also include a Basis of Estimate (BOE) which aligns to how the pricing methodology is applied within each iteration. The BOE shall include, but is not limited to, such things as:

- Number of Teams proposed
- Size of Agile Teams
- User Story sizing methodology
- Any discounts applied

Please note, the Government's estimated budget for this project is approximately \$3,000,000.00 for the Base Period (6-months), \$1,500,000.00 for Option Period 1 (6-months), and \$1,500,000.00 for Option Period 2 (6-months).

Price assumptions, conditions, or exceptions – Submit all (if any) price assumptions, conditions, or exceptions related to any of the terms and conditions of the Statement of Objectives. If not noted in this section of the Quoter's quote, it will be assumed that the Quoter proposes no price assumptions, conditions, or exceptions for award, and agrees to comply with all of the terms and conditions set forth in this RFQ. It is not the responsibility of the Government to seek out and identify price assumptions, conditions, or exceptions buried within the Quoter's quote. The Government reserves the right to reject any quote that includes any price assumptions, conditions, or exceptions that impact or affect the Government's objectives or requirements.

C. Technical Capabilities Demonstration

Date: 9/11/2018 – 9/13/2018

Location: 23 Christopher Way, Eatontown, NJ 07724

Only open to Quoters who have been selected to move forward from Step 1.

The goal of the Technical Capabilities Demonstration (TCD) is to create a working prototype in real-time in response to a time-limited scenario. Quoters will be given a scenario detailing a fictional government problem and will have 4 hours to create a working prototype solution in the proposed CMS. Two Government employees will be provided playing the roles of 1. Business Owner and 2. End User for the scenario. Offerors are allowed up to 6 total attendees for the Demonstration. A whiteboard will be available. Please note that there is no guarantee of internet access and Quoters shall plan accordingly.

This is the opportunity for the team to demonstrate team collaboration, agile methods, user-centered design, CMS configuration, content writing, and iterative development skills that will be needed to execute the SOO. The process used to develop the prototype shall demonstrate the same solutions detailed in the Written Technical Solution.

In terms of design, the coding submission shall be accessible (i.e. 508 compliant); usable on both desktop and mobile; and follow the U.S. Web Design Standards (USWDS) where applicable. The coding submission shall render correctly in at least one of the following modern browsers on both desktop and mobile: Chrome, Safari, and/or Firefox. Custom functionality may be added if it is not included in USWDS. An environment may be set-up in advance of the demonstration along with any non-content specific work. Any files not used as part of the prototype shall be removed before the end of the demonstration.

The coding submission shall use the Quoter's proposed Content Management System technology. At the completion of the demonstration, the vendor shall submit:

1. A URL to a private git repository on either Github.com or Bitbucket.org which includes the

- source code. Quoters shall add account “VA.gov Modernization” as a collaborator so that the Government Technical Evaluation team can access the repository;
2. Documentation for setting up the development environment and running the application including a checksum hash pointing to the revision to be evaluated on the master branch;
 3. A publicly-accessible URL to the Quoter’s prototype at the top of the README file;
 4. A URL to a private administrative panel for the CMS portion of the prototype. Quoters shall add account “VA.gov Modernization” as a collaborator so that the Government Technical Evaluation team can access the administrative panel;
 5. Access via URL to any additional tools used to track work (e.g. JIRA, trello) used during the TCD. Quoters shall add account “VA.gov Modernization” as a collaborator so that the Government Technical Evaluation team can access these tools;
 6. Documentation, including diagrams, of the overall architecture.

All supporting digital and non-digital artifacts created during the design and development of the prototype shall be uploaded into the repo. Examples of artifacts include user stories, wireframes, and test plans. These artifacts shall be representative of the vendor’s proposed process for documenting work. Images of non-digital artifacts created during the demonstration (e.g. white board drawings) should be uploaded to the repo. Evaluators will be present for the entire TCD.

Artifacts, additional technical solution materials, or other non-germane documents not directly related to the design and development of the prototype will not be accepted. The contracting officer has the ability to remove any documentation submitted that does not support the TCD.

The Government will schedule the demonstrations by drawing lots among those Quoters who are selected in Step 1. The Government will advise Quoters of the date and time of their TCD which is anticipated to be held between 9/11/2018 and 9/13/2018.

The Government will have the ability to ask clarifying questions specific to the Quoter’s prototype solution during the time allotted for the TCD. These do not count as discussions, unless otherwise directed by the Contracting Officer. No updates will be allowed for the TCD, however the Government reserves the right to enter negotiations on the Quoter’s Written Technical Solution or Price Volume.

Written Technical Solution, Price, and TCD Evaluation:

The Written Technical Solution will assess the Quoter’s overall approach to the project and what, if anything, it would need from the Government to ensure success as well as identifying any barriers that would reduce or delay success. The TCD will be evaluated to determine the Quoter’s capability and suitability to perform the work as proposed in the Written Technical Solution. The technical capabilities demonstrated will be assessed to determine if the Quoter’s methodologies will result in the continued delivery of high-quality product, and will meet the objectives for digital strategy implementation. The TCD will be evaluated by assessing performance in the following categories:

- Ability to Define the Problem
- Ability to Design a Solution
- Iterative Approach
- Documenting the Work
- Ability to Produce a high-quality Prototype

The Government will evaluate price by adding the total of all line item prices, including all options. The total evaluated price will be that sum. The Government will adjust the Quoter’s proposed Total Evaluated Price if mathematical errors are identified.

Step 4: Negotiation of Performance Work Statement and Quality Assurance Surveillance Plan (QASP)

Following Steps 1, 2, and 3, in consideration of the Basis for Award, the apparent successful Quoter will be chosen to provide a final PWS, QASP, and associated minor price adjustments (if necessary), which will be negotiated and finalized with the Government. If a final PWS cannot be worked out, or fails to provide best value solution award following negotiations, then the Government may select the next highest valued vendor for negotiations of a PWS and QASP.

Basis for Award

The determination of the BEST VALUE quote using comparative analysis in accordance with 13.106-2(b)(3) will be based on:

1. Non-Price:
 - a) Proposed CMS and Case Studies
 - b) Written Technical Solution
 - c) TCD
2. Price:
 - a) Evaluated Price

Any award will be made based on the best overall (i.e., best value) quote that is determined to be the most beneficial to the Government, with appropriate consideration given to the Written Technical Solution, TCD, and Price.