

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF PAGES 113

2. AMENDMENT/MODIFICATION NUMBER
0003

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NUMBER

5. PROJECT NUMBER (if applicable)
TAC-20-51726

6. ISSUED BY CODE

Department of Veterans Affairs
Technology Acquisition Center23 Christopher Way
Eatontown NJ 07724

7. ADMINISTERED BY (If other than Item 6) CODE

Department of Veterans Affairs
Technology Acquisition Center23 Christopher Way
Eatontown NJ 07724

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

36C10B20R0013

9B. DATED (SEE ITEM 11)
06-04-2020

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.)

See Continuation Page 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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

PREVIOUS EDITION NOT USABLE

CONTINUATION PAGE FOR AMENDMENT 0003

1. The following are a summary of the changes made in Amendment 0003:
 - a. To update the table of contents page number and title for sections C.16
 - b. To update Section B.3 to Version 0.4 dated November 23, 2020 specifically:
 - i. revising language in Paragraph 8.3.2B.3
 - c. To modify the title for the clause at C.16.
 - d. To update Section D, specifically:
 - i. Editing the contents of Attachment 004 found in Section D.4
 - e. To add a blank at the end of paragraph (b)(2) of the Clause 52.212-3 at Section E.4.
 - f. To update Section E.7, specifically:
 - i. To modify the submission instructions in Section E.7.1
 - ii. To modify the content requirements in Section E.7.2.b.
 - iii. To modify the general RDC introduction in Section E.7.2(ii) to fix outdated information.
 - iv. To clarify and update the submission instructions under Business Day 1 for Attachments 004 and 005 as well as solidify the number of participants and who is allowed to attend the RDC in Section E.7.2(ii).
 - v. To clarify language regarding artifacts for the RDC in Section E.7.2(ii)
 - vi. To remove conflicting language under the section beginning with “PLEASE NOTE” in Section E.7.2(ii).
 - vii. To update the instructions for Volume IV at Section E.7.2(v)(e).

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A.2 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 solicitation will not be issued.

(ii) Request for Proposal (RFP) 36C10B20R0013

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2020-06

(iv) Notice of total Service-Disabled Veteran-Owned Small Business (SDVOSB) set-aside

(v) See Section B below for the Price Schedule.

(vi) See Section B below for the Performance Work Statement.

(vii) The ordering period for the basic contract shall be five years. Freight-On-Board (FOB) is Destination.

(viii) The provision at 52.212-1, "Instructions to Offerors -- Commercial," applies to this acquisition. See Section E below for addenda.

(ix) The provision at 52.212-2, "Evaluation -- Commercial Items," does not apply to this acquisition. See Section E below for the Evaluation procedures and Basis for Award.

(x) Offerors shall include a completed copy of the provision at 52.212-3, "Offeror Representations and Certifications -- Commercial Items," with its offer. See Section E below for addenda.

(xi) The clause at 52.212-4, "Contract Terms and Conditions -- Commercial Items," and its Alternate I, applies to this acquisition. See Section C below for the addenda.

(xii) The clause at 52.212-5, "Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items," applies to this acquisition. See Section C below for the addenda.

(xiii) See Section B below regarding requirements for Software License, Maintenance, and Technical Support. See PWS paragraph 4.6.5 in Section C for Warranty requirements.

(xv) Technical Factor 1—Case Study Proposals are due by 10:00AM ET on June 23, 2020. Please see revised submission instructions in Section E.7.

(xvi) Please contact Contract Specialist David Melton, David.Melton@va.gov, (732) 795-1143, or Contracting Officer Joshua Cohen, Joshua.Cohen2@va.gov, (732) 440-9696 for information regarding the solicitation.

A.3 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto, as permitted by FAR 12.212. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (*e.g.*, restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 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. The Contractor shall deliver to the Government all data first produced under this Contract/Order with unlimited rights as defined by FAR 52.227-14. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ) in accordance with 28 U.S.C. § 516; at the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by modification (Standard Form 30) and shall only be made 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.4 SOFTWARE LICENSE, MAINTENANCE AND TECHNICAL SUPPORT:

(1) Definitions.

(a) Licensee. The term "licensee" shall mean the U.S. Department of Veterans Affairs ("VA") and is synonymous with "Government."

(b) Licensor. The term "licensor" shall mean the contractor having the necessary license or ownership rights to deliver license,

software maintenance and support of the computer software being acquired. The term “contractor” is the party identified in Block 17a on the SF1449. If the contractor is a reseller and not the Licensor, the contractor remains responsible for performance under this order.

(c) Software. The term “software” shall mean the licensed computer software product(s) cited in the Schedule of Supplies/Services.

(d) Maintenance. The term “maintenance” is the process of enhancing and optimizing software, as well as remedying defects. It shall include all new fixes, patches, releases, updates, versions and upgrades, as further defined below.

(e) Technical Support. The term “technical support” refers to the range of services providing assistance for the software via the telephone, email, a website or otherwise.

(f) Release or Update. The term “release” or “update” are terms that refer to a revision of software that contains defect corrections, minor enhancements or improvements of the software’s functionality. This is usually designated by a change in the number to the right of the decimal point (e.g., from Version 5.3 to 5.4). An example of an update is the addition of new hardware.

(g) Version or Upgrade. The term “version” or “upgrade” are terms that refer to a revision of software that contains new or improved functionality. This is usually designated by a change in the number to the left of the decimal point (e.g., from Version 5.4 to 6).

(2) Software License

(a) Unless otherwise stated in the Schedule of Supplies/Services, the Performance Work Statement or Product Description, the software license provided to the Government is a perpetual, nonexclusive license to use the software

(b) The Government may use the software in a networked environment.

(c) Any dispute regarding the license grant or usage limitations shall be resolved in accordance with the Disputes Clause incorporated in FAR 52.212-4(d).

(d) All limitations of software usage are expressly stated in the Schedule of Supplies/Services and the Performance Work Statement/Product Description.

(3) Software Maintenance and Technical Support

(a) If the Government desires to continue software maintenance and support beyond the period of performance identified in this contract or order, the Government will issue a separate contract or order for maintenance and support. Conversely, if a contract or order for continuing software maintenance and technical support is not received the contractor is neither authorized nor permitted to renew any of the previously furnished services.

(b) The contractor shall provide software support services, which includes periodic updates, enhancements and corrections to the software, and reasonable technical support, all of which are customarily provided by the contractor to its commercial customers so as to cause the software to perform according to its specifications, documentation or demonstrated claims.

(c) Any telephone support provided by contractor shall be at no additional cost.

(d) The contractor shall provide all maintenance services in a timely manner in accordance with the contractor's customary practice or as defined in the Performance Work Statement/Product Description. However, prolonged delay (exceeding 2 business days) in resolving software problems will be noted in the Government's various past performance records on the contractor (e.g., www.cpars.gov).

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

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

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

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, Block 18A.)

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

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Joshua Cohen
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 each individual Task Order

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

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

AMENDMENT NO	DATE

B.2 PRICE SCHEDULE

BASE PERIOD					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	<p>Firm-Fixed Price Line Item</p> <p>SECURITY CLASS: Determined at the Task Order Level</p> <p>This CLIN will provide commercial, streamlined agile delivery services and teams and incidental supplies on a Firm-Fixed-Price basis for a period of 60 months from date of award in accordance with (IAW) the Customer Experience, DevOps, Agile Releases (CEDAR) Performance Work Statement (PWS).</p> <p>Specific requirements and pricing shall be set forth under each individual Task Order.</p> <p>Inspection, Acceptance and FOB Points shall be determined at the Task Order Level.</p> <p>The delivery or performance schedule shall be determined on each individual Task Order.</p>				
0002	<p>Time-and-Materials/Labor-Hour Line Item</p> <p>SECURITY CLASS: Determined at the Task Order Level</p> <p>This CLIN will provide commercial, streamlined agile delivery services and teams and incidental supplies on a Time-and-Materials/Labor-Hour basis for a period of 60 months from date of award IAW the Customer Experience, DevOps, Agile Releases (CEDAR) Performance Work Statement (PWS).</p> <p>Specific requirements and pricing shall be set forth under each individual Task Order.</p>				

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(CEDAR) Indefinite Delivery, Indefinite Quantity (IDIQ) Contract

	<p>Inspection, Acceptance and FOB Points shall be determined at the Task Order Level.</p> <p>The delivery or performance schedule shall be determined on each individual Task Order.</p>				
0003	<p>Time-and-Materials/Labor-Hour Status Report</p> <p>Monthly Status Report shall be provided IAW Section B.3, PWS, Paragraph 9.1.1 and Section D, Attachment 002</p> <p>FOB Point: Destination Inspection: Destination Acceptance: Destination</p>			NSP	NSP

Contract Maximum/Minimum Ceiling:

IAW Section C, clause 52.216-22, “Indefinite Quantity,” the Maximum Overall Value of the CEDAR IDIQ contracts is \$247,260,000.00. IAW Section C, clause 52.216-22 entitled, “Indefinite Quantity” the Minimum guaranteed value under any CEDAR contract is \$50,000.00. The Government reserves the right to award initial orders at the time of the basic contract award on a sole source basis pursuant to FAR 16.505(b)(2)(D) at amounts which may exceed the minimum guaranteed value. No order under the CEDAR IDIQ shall be awarded in excess of \$10,000,000.00.

The ceiling price as set forth in Section C, clause 52.212-4 “Contract Terms and Conditions-Commercial Items, Alternate I,” paragraph (i)(3) will be established for each individual Time-and Materials/Labor-Hour Task Order.

B.3 PERFORMANCE WORK STATEMENT

Customer Experience, DevOps, and Agile Releases (CEDAR)

Performance Work Statement (PWS)

Program

DATE: November 23, 2020

Version 0.4

**Department of Veterans Affairs
Office of Information Technology (OI&T)**

1.0 OBJECTIVE

CEDAR will support VA's modernization initiatives by ensuring VA has streamlined access to the modern commercial services required to deliver digital products to VA's internal and external users. Successfully delivering such products often requires VA obtain commercial agile delivery services supported by teams with capabilities in user-centered design, user research, product management, agile application development, Application Programming Interface (API) development, automated testing, cloud infrastructure design and management, continuous integration/continuous delivery (CI/CD), and/or Development Operations (DevOps).

The objective of this effort is to provide VA with a streamlined enterprise-wide method to obtain such agile product design and delivery services. Specifically, CEDAR will meet the following goals:

1. Establish a streamlined and common contracting vehicle that will provide VA access to contractors specializing in agile design and delivery services including user-centered design, user research, product management, agile software development, API development, automated testing, cloud infrastructure design and management, continuous integration/continuous delivery, and DevOps.
2. Allow for agile delivery services to be delivered in a rapid-cycle fashion, in accordance with industry best practices.
3. Support the execution of multiple VA digital modernization efforts by providing VA a simplified method to add specific and specialized commercial capabilities to those efforts as needed.
4. Ensure VA can rapidly adopt technology and design-industry best practices such as those described in the Office of Management and Budget's (OMB) Digital Services Playbook¹ and the TechFAR Handbook.²

This effort is consistent with several initiatives to strengthen Federal acquisition and technology practices, such as:

- Office of Federal Procurement Policy's (OFPP) December 2017 memo encouraging strategic sourcing and strategies to drive performance such as developing common standards and practices in contracts;
- The Digital Services Playbook, released by OMB in August 2014, as a best practices guide for agencies to use when developing effective digital services; and
- The TechFAR Handbook, released by OFPP in August 2014, as a guide to the procurement of agile design and development services within the Information Technology (IT) Consulting, IT Outsourcing, and IT Security Categories.

¹ <https://playbook.cio.gov>

² <https://techfarhub.cio.gov/handbook/>

2.0 SCOPE

The CEDAR Indefinite Delivery Indefinite Quantity (IDIQ) acquisition will be a VA-wide vehicle providing VA offices and components with commercial, streamlined agile delivery services and teams.

3.0 APPLICABLE DOCUMENTS

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

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 2012, “Personal Identity Verification of Federal Employees and Contractors,” August 2013
6. VA Directive and Handbook 6102, “Internet/Intranet Services,” July 15, 2008
7. 36 C.F.R. Part 1194 “Electronic and Information Technology Accessibility Standards,” July 1, 2003
8. VA Directive 6500, “VA Cybersecurity Program,” January 23, 2019
9. VA Handbook 6500, “Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program,” March 10, 2015
10. VA Handbook 6500.3, “Assessment, Authorization, And Continuous Monitoring Of VA Information Systems,” February 3, 2014
11. VA Handbook 6500.5, “Incorporating Security and Privacy in System Development Lifecycle”, March 22, 2010
12. One-VA Technical Reference Model (TRM) (reference at <https://www.va.gov/trm/TRMHomePage.aspx>)
13. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
14. 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
15. OMB Memorandum M-08-05, “Implementation of Trusted Internet Connections (TIC), November 20, 2007
16. Office of Information Security (OIS) VAIQ #7424808 Memorandum, “Remote Access”, January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
17. 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>
18. 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>

19. 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>
20. VA Memorandum “Use of Personal Email (VAIQ #7581492)”, April 24, 2015,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
21. VA Memorandum “Updated VA Information Security Rules of Behavior (VAIQ #7823189)”, September, 15, 2017,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
22. Experience with incorporating and using open source technologies (<https://sourcecode.cio.gov/OSS/>).
23. The Agile Manifesto (<http://www.agilemanifesto.org/>)
24. The U.S. Digital Services Playbook (<https://playbook.cio.gov/>)

4.0 GENERAL REQUIREMENTS

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

4.1 Contract Type

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

4.2 Ordering Period

The ordering period for the basic contract shall be five years.

4.3 Hours of Work

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

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

Under current definitions, four are set by date:

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

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

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

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

Columbus Day
Thanksgiving

Second Monday in October
Fourth Thursday in November

4.4 Place of Performance

It is expected that contractor's teams will be required to frequently interact with system users and program staff in support of this agreement. Support will be required at government facilities (on-site) and at non-government facilities (offsite). Specific site locations will be defined at the Task Order level. The government anticipates that most of the work will occur in the contiguous United States (CONUS), but OCONUS support by the Contractor may be performed as long as the Government provides approval in advance at the Task Order level. For support provided at Government facilities, the Government may provide space and equipment (e.g., phone, desktop computer and peripherals, desk and accessories, etc.) for Contractor personnel performing work on-site at VA facilities. The Contractor personnel may be required to work offsite (i.e. at the prime or subcontractor facilities) when adequate workspace is not available at the Government site.

4.5 Travel

Travel shall be IAW individual Task Order requirements. Travel details must be provided to, and approved by, the Task Order Contracting Officer's Representative (COR) or the Government designee prior to the commencement of travel. All travel shall be IAW the Federal Travel Regulations (FTR).

4.6 Materials, Equipment and Locations

4.6.1 Government-Furnished

The Government has multiple remote access solutions available to include Citrix Access Gateway (CAG), Site-to-Site Virtual Private Network (VPN), and RESCUE VPN.

The Government's issuance of Government Furnished Equipment (GFE) is limited to Contractor personnel requiring direct access to the network to: development environments; install, configure and run Technical Reference Model (TRM) approved software and tools (e.g., Oracle, Fortify, Eclipse, SoapUI, WebLogic, LoadRunner); upload/download/manipulate code, run scripts, and apply patches; configure and change system settings; check logs, troubleshoot/debug, and test/QA.

When necessary, the Government will furnish desktops or laptops, for use by the Contractor to access VA networks, systems, or applications to meet the requirements of this PWS. The overarching goal is to determine the most cost-effective approach to providing needed access to the VA environment coupled with the need to ensure proper Change Management principles are followed. Contractor personnel shall adhere to all VA system access requirements for on-site and remote users in accordance with VA standards, local security regulations, policies and rules of behavior. GFE shall be approved by the COR and Program Manager on a case-by-case basis prior to issuance at the Task Order level.

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

VA may provide VA specific software as appropriate and required in individual Task Orders. The Contractor may utilize VA provided software development and test accounts, document and requirements repositories and others as required for the development, storage, maintenance and delivery of products. Contractors shall comply with VA security policies and procedures with respect to protecting sensitive data. See Section 7.0 for detailed security requirements.

4.6.2 Contractor-Acquired

The Contractor shall acquire and/or provide any hardware and/or software required to accomplish each Task Order that is not provided as GFP. Software integrity shall be maintained by the Contractor within the licensing agreement of the producer until such software is delivered to the Government, or otherwise disposed of IAW Government direction. Items delivered to the Government shall be approved by the Government in advance of purchase and shall be in compliance with Addendum A section A3.0. See Section 7.0 for detailed security requirements.

4.6.3 Connectivity

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

4.6.4 Facilities

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

4.6.4.1 Government Facilities

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

4.6.4.2 Non-Government Facilities

Personnel may perform at Contractor or remote facilities if specified in the individual Task Order. Contractors may be required to establish operations and support Contractor facilities and shall comply with VA and/or Federal A&A requirements. Such facilities shall be specified in the individual Task Order. The Contractor shall disclose specific facility information during the Request for Task Execution Plan (RTEP) process.

4.6.5 Warranty

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

4.6.6 Marking, Handling, Storage, Preservation, Packaging, Tracking & Shipping

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

4.6.7 Export Control

The Contractor shall comply with all applicable laws and regulations regarding export-controlled information and technology and shall not use, distribute, transfer or transmit technology (even if incorporated into products, software or other information) except in compliance with such laws and regulations. In addition, the Contractor shall plan for, obtain, and maintain any and all export licensing required to satisfy individual Task Order requirements.

4.7 Safety and Environmental

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

The Contractor shall comply with the OFPP Green Acquisition initiatives as identified in individual Task Orders IAW the policies referenced at http://www.whitehouse.gov/omb/procurement_index_green.

4.8 Enterprise and IT Framework

4.8.1 One-VA Technical Reference Model

For VA specific Task Orders, the Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T Technical Reference Model (One-VA TRM) and consider the OneVA Enterprise Technology Strategic Plan. One-VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the IT used to develop, operate, and maintain enterprise applications.

4.8.2 Federal Identity, Credential, And Access Management (FICAM)

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

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

The Contractor shall ensure all Contractor delivered applications and systems conform to the specific Identity and Access Management PIV requirements set forth in the OMB Memoranda M-04-04, M-05-24, M-11-11, and NIST Federal Information Processing Standard (FIPS) 201-2. OMB Memoranda M-04-04, M-05-24, and M-11-11 can be found at: <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy04/m04-04.pdf>, <https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>, and <https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf> respectively. Contractor delivered applications and systems shall be on the FIPS 201-2 Approved Product List (APL). If the Contractor delivered application and system is not on the APL, the Contractor shall be responsible for taking the application and system through the FIPS 201 Evaluation Program.

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

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

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

4.8.3 Internet Protocol Version 6 (IPv6)

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

4.8.4 Trusted Internet Connection

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.

4.8.5 Enterprise Management Framework

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

EMF supports a unified enterprise service management model including release management, configuration management, change management, and incident management aligned with industry

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

Additional frameworks may be specified in individual Task Orders.

4.9 Development Methodologies

The contractor(s) shall provide VA with teams that shall deliver viable, digital solutions in support of VA's strategic mission and objectives.

The specific nature of the capabilities required for each team will be articulated at the Task Order level. However, it is expected that a typical agile delivery team requested under the CEDAR IDIQ will require the contractor provide multi-disciplinary teams with members having expertise in product management, agile software development, user research, UX strategy, User Interface (UI) and visual design, and DevOps.

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 design, develop, configure, customize and deploy solutions to some of VA's most pressing challenges. Once deployed, the Contractor shall provide production support of the solution as required. The Contractor shall deliver modern digital services that use DevOps techniques that embrace CI/CD. The Contractor shall deliver secure and tested modern mobile and web application designs using automated testing frameworks. The Contractor shall provide support to projects that are building brand new systems as well as projects that are building on top of, or replacing, existing systems. The Contractor shall be familiar with current and emerging technologies, COTS products, services, programming languages and processes required to deliver high-quality products.

The Contractor shall:

1. Deliver high-quality, functional products that are measured by user feedback from surveys, research, etc.
2. Follow the practices described in the "Digital Services Playbook" (<https://playbook.cio.gov>).
3. Be agile. Incorporate Agile methodologies and ceremonies into work, such as (but not limited to) sprint planning, daily scrum, sprint review, sprint retrospective, backlog grooming, and estimating activities.
4. Actively involve users in the design of all solutions. Incorporate best practices for modern user research and usability testing, such as (but not limited to) creating user personas, problem space definitions, affinity maps, user flow diagrams, wireframes, information architecture diagrams, design prototypes, user research plans, conversation guides, and user research synthesis.
5. Maintain a consistent look, feel, and voice across user facing sites and services. Incorporate best practices defined in the VA Design System and VA Content Style Guide (<https://design.va.gov/>).

6. Personalize solutions for the individual or team using the product.
7. Optimize web applications for mobile-first operation, with all solutions being equally available on both mobile and desktop whenever possible. Incorporate robust accessibility principles into design, development and testing for all web applications to deliver high-quality digital experiences to users of assistive devices.
8. Protect user information with best-in-class security, given the constraints of the environment.
9. Use DevOps techniques of CI/CD across all environments including, at a minimum, development, staging, and production. (<http://github.com/department-of-veterans-affairs/va.gov-team/tree/master/platform/engineering/>)
10. Use automated testing frameworks to create unit tests, integration tests, functional/black box tests, and load tests (or their equivalents as applicable) to test 100% of functionality delivered. Strive for compliance with Test Driven Development practices.
11. Ensure configuration and sensitive data, including data the VA defines as sensitive, are not present in source code, and are stored in encrypted credential management systems.
12. Deliver all code not containing configuration or sensitive data to an open source repository per OMB Guidance M-16-21.
13. Cultivate a positive, trusting, and cooperative working relationship with the Government and all other vendors supporting this work.

4.10 Quality Assurance

The performance of CEDAR contract holders will be measured in two contexts. One will be at the Task Order level using quality metrics specific to the nature of the work required on the Task Order (for instance, a Task Order for a web-based application may use metrics like abandonment rates, load times, etc.) which will be captured and tracked by VA. In some cases, the Government may specify required metrics for a specific Task Order Quality Assurance Surveillance Plan (QASP), while in other cases Contract Holders may be asked to propose metrics as part of their Task Execution Plans (TEP), which may or may not be used for Task Order evaluation purposes. It is the Government's preference, when appropriate and practical, that performance information be provided via real-time tools (e.g. dashboards) made available to the Government rather than via separate paper or electronic reports. Performance at the Task Order level will also be measured in the categories of on-time delivery/schedule, cost control, and management. Additionally, for Task Orders that exceed the Simplified Acquisition Threshold, in order to meet Contractor Performance Information requirements in accordance with FAR Part 42.15, Contractor Performance Assessment Reporting System (CPARS) will be utilized. The TO level QASP assessments will inform with those entered into CPARS. The second context will be for the evaluation of Past Performance at the Task Order level. The Past Performance evaluations will be based upon the average of the cumulative Task Order level QASP assessment ratings received for all awarded Task Orders.

4.11 Government Inspection and Oversight

The Contractor shall cooperate with authorized Government offices in the areas of facilities access, audits, security incident notification, and hosting location. Specifically, the Contractor (and any Subcontractors) shall:

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- a. Provide the CO, designated representative of the CO, and representatives of authorized Government offices, full and free physical and remote/logical access to the Contractor's (and Subcontractors') facilities, installations, operations documentation, databases, and personnel used for contract hosting services. This access shall be provided to the extent required to carry out audits, inspections, device scanning utilizing Government prescribed tools, investigations, or other reviews to ensure compliance with contractual requirements for IT and information security, and to safeguard against threats and hazards to the integrity, availability, and confidentiality of agency information in the possession or under the control of the Contractor (or Subcontractor)
- b. Fully cooperate with all audits, inspections, investigations, or other reviews conducted by or on behalf of the CO or other authorized Government offices as described in subparagraph (a). Full cooperation includes, but is not limited to, prompt disclosure (per agency policy) to authorized requests of data, information, and records requested in connection with any audit, inspection, investigation, or review, making employees of the Contractor available for interview by auditors, inspectors, and investigators upon request, and providing prompt access (per agency policy) to Contractor facilities, systems, data and personnel to the extent the auditors, inspectors, and investigators reasonably believe necessary to complete the audit, inspection, investigation, or other review. The Contractor's (and any Subcontractors') cooperation with audits, inspections, investigations, and reviews conducted under this clause will be provided at no additional cost to the Government
- c. Preserve such data, records, logs and other evidence which are reasonably necessary to conduct a thorough investigation of any computer security incident. A computer security incident (as defined in NIST SP 800-61, Computer Security Incident Handling Guide), including but not limited to, those constituting an actual or potential threat or hazard to the integrity, availability, or confidentiality of agency information in the possession or under the control of the Contractor (or Subcontractor), or to the function of information systems operated by the Contractor (or Subcontractor) in the performance of this contract
- d. Promptly notify the designated agency representative in the event of any computer security and privacy incident as described in paragraph (c) above. This notification requirement is in addition to any other notification requirements which may be required by law or this contract. Established Federal agency timeframes for reporting security and privacy incidents to the United States Computer Emergency Readiness Team (US-CERT), although not exhaustive, serve as a useful guideline for determining whether reports under this paragraph are made promptly. (See NIST SP 800-61, Computer Security Incident Handling Guide, Appendix J)
- e. Provide to the requestor (CO, a representative of the CO, or authorized Government offices) Government data, information, or records under the control of or in the possession of the Contractor pursuant to this contract, which the Agency or authorized Government offices, including the Office of Inspector General, may request in furtherance of other audits, inspections, investigations, reviews or litigation in which the Agency or other authorized Government offices are involved in the form specified at the task order level. Requests for production under this paragraph shall specify a deadline not less than 10 days for compliance which will determine whether response to the request has been made in a timely manner. Unless expressly provided otherwise elsewhere in this contract, the production of data, information, or records under this paragraph will be at no additional cost to the Government

- f. Include the substance of this Section, including this paragraph (f) in any subcontract which would require or otherwise result in Subcontractor employees having access to agency information in the possession or under the control of the Contractor (or Subcontractor), or access to information systems operated by the Contractor (or Subcontractor) in the performance of this contract
- g. Ensure that all hosting services pertaining to this contract are performed within the United States of America, including the storage of agency data, information, and records under the control of or in the possession of the Contractor pursuant to this contract.

5.0 TECHNICAL FUNCTIONAL AREAS

Individual Task Orders may encompass more than one functional area listed below. Efforts to be performed by the Contractor under this contract are of such a nature that they may create a potential and/or actual organizational conflict of interest as contemplated by Subpart 9.5 of the Federal Acquisition Regulation (FAR). Contractor personnel may be required to sign a non-disclosure agreement.

1. **User Research and User Story Collaboration:** The contractor shall use a range of qualitative and quantitative user research methods to determine people's goals, needs, and behaviors. If requested in the Task Order, the contractor shall have the ability to recruit test users from a variety of backgrounds including Veterans, Servicemembers, family members, and caregivers for the purpose of conducting the research. This research shall be documented in a form that VA and other contractors can easily access and learn from. The contractor shall work with the product owner or other VA staff to generate and prioritize user stories based on this research.
2. **User-Centered Design:** The contractor shall design digital services that help people easily complete the desired tasks. Work will include UX strategy, UI and visual design, rapid prototyping, and front-end engineering. Contractors shall implement the VA Design System (<https://design.va.gov/>) as a default for work performed.
3. **Plain-Language Content Writing:** The contractor shall work with VA stakeholders to develop written plain-language content that is easy for people to understand while accurately describing VA processes, requirements and other content. Content shall be tested with users to ensure it is easily understood. Contractors shall implement the VA Content Style Guide (<https://design.va.gov/content-style-guide/>) as a default for work performed.
4. **Agile software development:** The contractor shall develop software in an iterative style following the modern best practices described in the Digital Services Playbook (<https://playbook.cio.gov>). Specific technologies to be used (if known) will be communicated at the Task Order level but will commonly include industry-standard web programming languages and frameworks such as JavaScript, Ruby, Java, and .NET; or COTS products and platforms that can be used or adapted to meet VA's needs. Specific capabilities to be delivered by a team will be defined at the Task Order level, but may include developing/modifying responsive web applications, developing/modifying REST APIs, and developing/modifying native mobile applications. Activities may include writing custom software, configuring Software as a Service (SaaS) platforms, or configuring COTS products to support specific objectives. Software developed under this

IDIQ will be covered by automated unit and integration tests, and all software and configurations created under the IDIQ will be developed in a modern software version control system specified by VA. Contractors shall use both code reviews and automated checks to ensure software quality. The Contractor shall monitor industry trends and propose suitable technologies to VA to implement requested functionality.

5. **Product Management** – The Contractor shall provide the oversight, planning and strategy to design, develop, and deliver products. This includes defining and managing product roadmap definitions and life cycles to ensure productivity throughout the entire product life cycle from idea to marketing and post-launch product phases, with a clear and complete product view throughout.
6. **Automated Testing:** The Contractor shall create and maintain an automated test suite for the purposes of performing automated unit, functional and integration testing on all user stories and for ongoing regression testing to ensure functionality and quality of the overall system. These automated tests shall be integrated into the continuous integration workflow, such that new features delivered do not break existing capabilities and can be verified with new automated tests.
7. **Usability Testing:** The Contractor shall evaluate products delivered by the team by testing them with users throughout the development lifecycle. This includes but is not limited to performing Section 508 testing with VA-certified Section 508 testing resources. Findings from usability testing shall be used to iteratively improve the products.
8. **Customer Support:** The Contractor shall ensure users can get support for the products it delivers. As specified in the Task Order, the Contractor shall ensure existing VA customer-support channels have the information, training and system access required to provide support, and if specified may be requested to provide direct Tier 1, 2 and/or 3 customer support capabilities. Example: <https://github.com/department-of-veterans-affairs/va.gov-team/tree/master/platform/triage/>
9. **Deployment Activities:** The Contractor shall plan, create and validate the implementation and deployment of scripts for use during application deployment, and provide release planning and management support. Deployments should not require any planned or unplanned downtime or outages.
10. **DevOps:** The Contractor shall work collaboratively and cross functionally with engineering and operations to implement CI/CD, production monitoring, and production support. The Contractor shall support its own code while in production. The contractor shall be experienced with modern commercial cloud environments and tools, and have experience deploying code to testing, staging, and production in a commercial cloud environment. Example: <https://github.com/department-of-veterans-affairs/va.gov-team/tree/master/platform/engineering/infrastructure>
11. **Integration Support:** The Contractor shall integrate open source, COTS, Government Off the Shelf (GOTS) and/or SaaS solutions into existing, custom built, or new systems and provide configuration, customization and implementation services. The Contractor shall also integrate with other government systems using modern standards-based communication protocols and data formats.

12. **Cross-Functional Collaboration:** The Contractor shall participate in integrated program, project, or product teams and agile teams to enhance communication, share lessons learned and facilitate rapid identification of dependencies between various functional entities to ensure that the projects deliver the right solutions and value to the business and end-users. This collaboration may include coaching product teams as directed in support of Government attempts to stand up or execute an agile project.
13. **Metrics Reporting and Analytics:** The Contractor shall develop and communicate project metrics. This may include both metrics about the delivery of the products, such as agile burn down charts, release roadmaps, and schedule, as well as analytics about product usage, such as number of users or transactions. It is expected that all capabilities delivered under this IDIQ will be instrumented with system monitoring, error tracking, and user analytics.

6.0 DELIVERABLES

6.1 Products

All products shall be delivered to the Government locations and accepted by authorized Government personnel as specified in the individual Task Order. Inspection and acceptance criteria shall be specifically identified in each Task Order. The COR shall be notified of any discrepancies found during acceptance inspection upon identification. All custom-developed code shall be developed as Open Source Software (OSS) and made available in a public repository unless it contains sensitive data as defined by VA.

6.2 Data

The Government shall receive Unlimited Rights to data first produced in performance of this contract IAW FAR 52.227-14, "Rights In Data-General" (MAY 2014). This includes all rights to source code and any and all documentation created in support thereof. License rights in any Commercial Computer Software shall be governed by FAR 52.227-19, "Commercial Computer Software License" (DEC 2007). Any data delivered shall be submitted and protected IAW VA handbook 6500.

7.0 SECURITY AND PRIVACY

7.1 Information Security and Privacy Security Requirements

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

7.2 Personnel Security Requirements

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

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

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the PAL template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (Refer to Section 4.6 of the Task Order PWS for investigative requirements by task), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within one day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- c. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4 below) when getting fingerprints taken.
- d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 1. Optional Form 306
 2. Self-Certification of Continuous Service
 3. VA Form 0710
 4. Completed Security and Investigations Center (SIC) Fingerprint Request Form
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire

for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).

- f. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a “click to sign” process. If click to sign is used, the Contractor employee should notify COR within 3 business days that documents were signed via eQIP).
- g. The Contractor shall be responsible for the actions of all personnel employed by the Contractor provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- h. If the background investigation determination is not completed prior to the start date of work identified in each Task Order, a Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed “Contractor Rules of Behavior”, and with a valid, operational PIV credential for PIV-only logical access to VA’s network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

7.3 Facility/Resource Provisions

VA may provide remote access to VA specific systems/network in accordance with VA Handbook 6500, which requires the use of a VA approved method to connect external equipment/systems to VA's network. Citrix Access Gateway (CAG) is the current and only VA approved method for remote access users when using or manipulating VA information for official VA Business. VA permits CAG remote access through approved Personally Owned Equipment (POE) and Other Equipment (OE) provided the equipment meets all applicable 6500 Handbook requirements for POE/OE. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved POE or OE. The Contractor shall provide proof to the COR for review and approval that their POE or OE meets the VA Handbook 6500 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 PWS. The Contractor shall ensure all work is performed in countries deemed not to pose a significant security risk. For detailed Security and Privacy Requirements (additional requirements of the contract consolidated into an addendum for easy reference) refer to ADDENDUM A Additional VA Requirements, Consolidated and ADDENDUM B - VA Information And Information System Security/Privacy Language.

7.4 Badges

Employees working at a Government facility may be required to display, on their person, a Government-provided identification badge, that shall include the full name of the employee and the legal name under which the Contractor is operating. It is the responsibility of the Contractor to request and obtain badges from the Government prior to the first workday of any Contractor employee. The Contractor shall return all badges to the COR, or designee, on the same day an individual's employment is terminated and upon termination of the contract. The Contractor shall notify the Government program manager, or designee, immediately of any lost badges.

7.5 Classified Work

Work acquired on this contract for the Department of Defense or other Federal Agencies may involve secure networks, facilities and sensitive information. Specific security requirements and

a suitability determination will be identified in the individual Task Order. The Contractor should anticipate potentially providing personnel with the security clearances up to the Top Secret level or Position Sensitivity of High/Tier 4 as required by the Task Order. Contractors must have the appropriate clearances for proposal purposes at the Task Order level.

7.6 Incident Reporting and Management

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

7.7 Security and Privacy Awareness Training

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

7.8 Security Role Based Training

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

8.0 CONTRACT MANAGEMENT

8.1 Government Support

8.1.1 Task Order COR

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

8.2 Contractor Program Management

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

8.2.1 Task Order Management and Award

The VA Acquisition Task Order Management System (ATOMS) portal shall be utilized for the award of Task Orders.

8.3 Pre-Award Procedures

8.3.1 Request for Task Execution Plan (RTEP) Process

Upon identification of the need for a Task Order, a tracking number shall be assigned and the CO shall issue a RTEP to the Contract Holders. In some cases, prior to issuance of a formal RTEP, a Request for Information (RFI) or other market research request may be released to assist the Government in gathering industry feedback to inform RTEPs. For Performance-Based tasks, the Government will specify requirements in terms of performance objectives utilizing either a Statement of Objectives or a Performance Work Statement. The Contractor shall propose “how to” best satisfy those objectives including proposed metrics to measure and evaluate performance (unless metrics are specified by the Government).

8.3.2 Task Order Administration

Fair opportunity requirements shall be IAW applicable statutes, regulations, and case law. The Government’s RTEP does NOT constitute an authorization to start work.

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

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

1. Proposal Summary Volume including:

- a. Task Order number
- b. Date submitted
- c. Contractor’s name, Data Universal Numbering System (DUNS) and Commercial and Government Entity (CAGE) Code
- d. Contractor point of contact information for questions
- e. Subcontractor(s) shall be identified by name, DUNS and CAGE Code at all tiers (as applicable)
- f. Proposed start and finish dates
- g. Proposed total price/cost
- h. Offerors’ acknowledgement that any Offeror-imposed terms and conditions which deviate from the Government’s material terms and conditions established by the RTEP may render the Offeror’s proposal Unacceptable, and thus ineligible for award.
- i. Duration for which proposal is valid (minimum 90 days)
- j. VAAR 852.209-70 is in effect for all RTEPs issued and the contractor should provide a statement IAW VAAR 852.209-70(b), when applicable
- k. Acknowledgement of Amendments.

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1. Contractors will be responsible for identifying any personnel subject to the Service Contract Act (SCA), and their corresponding region (state/county), within their TEP, as well as provide appropriate and up to date Wage Determinations.

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

1. A cost proposal volume 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 (ODC), and total Task Order price/cost. When responding to an RTEP set-aside, the summary tab shall also include a breakout of the total price by dollars, percentages, and socio-economic status for the Prime and each of its proposed Subcontractors. This breakout must clearly demonstrate that the Offeror's proposal meets the set-aside requirement in accordance with 13 CFR §125.6. Labor shall further be broken out by labor category and hours. A separate tab shall be used for the Prime and each Subcontractor.
2. If you intend to propose subcontractor services in your TEP, provide a breakout of their costs for labor and material to include labor categories and an estimate of types and quantities of material, as well as, subcontract type (i.e. FFP or T&M). Subcontractors shall be identified at all tiers. The Government reserves the right to specify separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the prime contractor, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control.
3. The Labor Categories submitted shall reference the Government designated Labor Category title listed in Attachment 001.
4. When both the Prime and/or Subcontractor bid the Program Manager labor category, a detailed rationale shall be provided.
5. Material costs shall indicate raw material costs and material handling charges, as applicable. The nature and cost associated with each ODC shall be described
6. Bill of materials, indicating the source, quantity, unit cost and total cost for all required materials.
7. The Contractor shall notify the Government when using Department of Labor (DoL) labor categories. The notice shall provide what county and state the work is being performed in, and what labor categories are bid.
8. The Contractor shall submit a completed Section B including all line items for base period and any options, unless otherwise instructed.
9. Offerors are hereby advised that any Pricing Assumptions which deviate from the Government's requirements or material terms and conditions established by the RTEP, may render the Offeror's proposal Unacceptable, and thus ineligible for award. Any pricing assumptions should be included in the summary volume.

C. The following shall be addressed only for FFP tasks:

1. A price proposal volume 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, ODCs, and total Task Order price. The Summary tab shall also include a breakout of the total price by dollars, percentages, and socio-

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economic status for the Prime and each proposed Subcontractor. This breakout must clearly demonstrate that Offeror's proposal meets the set-aside requirement in accordance with 13 CFR §125.6. 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.

2. The Contractor shall submit a completed Section B including all priced line items for the base period and any options.
3. Offerors are hereby advised that any Pricing Assumptions which deviate from the Government's requirements or material terms and conditions established by the RTEP, may render the Offeror's proposal Unacceptable, and thus ineligible for award.
4. "Information Other than Cost or Pricing Data" may be required where there is not "adequate price competition" as defined in FAR 15.403-1(c).

D. The following pertains to the preparation and submission of all TEPs:

1. Contractors are NOT to submit past performance as a part of their TEP, unless specified in the RTEP.
2. TEP Format (3 sections, items a, b, and c below)
 - a. Proposal Summary
 - i. PDF format
 - b. Technical Volume
 - i. PDF format (unless otherwise specified in the RTEP)
 - ii. No marketing materials; information relevant to the requirement only**
 - c. Cost/Price
 - i. Shall be provided in Microsoft Excel
 - ii. All Prime and Subcontractor Labor costs, Material costs, Travel, and ODCs must be broken out
 - (a) (In MS Excel) Summary Tab for Cost roll-up, and separate Tabs for Base Period and any Option
 - (b) Separate tabs for Subcontractor(s)
 - (c) Contractor shall notify the Government when using DOL labor categories. The notice shall provide in what County and State the work shall be performed, and what labor category(s) are bid, including a copy of the applicable DOL Wage Determination for the relevant location and period of performance
 - iii. For any Task Order awarded without Fair Opportunity all Prime and Subcontractor Labor costs, Material costs, travel, and ODCs must be broken out per c. i and c. ii above. "Information other than cost or pricing data" may be required where there is not "adequate price competition" as defined in FAR 15.403-1(c).
3. Page Limitations. When page limitations are specified in the RTEP, the following format shall apply:

The Summary and Technical Volumes shall be submitted as a .doc or .docx file (unless otherwise specified at the Task Order level) with password protection (the password shall not be provided to the Government). Price/Cost Volume shall be submitted in Microsoft Excel. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Times New Roman fonts are required. Characters shall be set at no less than

normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line (minimum 6 point line). Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. If the offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offeror's page limitations unless otherwise indicated in the specific Volume instructions. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view. The Cover Page and Table of Contents, and/or a glossary of abbreviations or acronyms will not be included in the page count, however, any additional matrices, appendices, etc. will count against page limitation. Cover letters shall not be included in the Technical Volume.

8.3.3 TEP Evaluation

The goal is to evaluate TEP submittals within 10 business days of proposal receipt. Questions and clarifications may be required which can prolong the evaluation period. All TEPs shall be subject to evaluation by a team of Government personnel.

8.4 Issuance of Task Orders

Upon Government approval of the TEP and designation of an appropriate fund cite, the CO shall issue a Task Order to the Contractor. Contractor work shall commence only after issuance of the Task Order by the CO. The Government shall provide notification of task order award to both the successful and unsuccessful offerors. The Government's goal is to award Task Orders within an average of 30 days from RTEP release.

8.5 Logical Follow-Ons

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

9.0 REPORTING AND MEETING REQUIREMENTS

9.1 Monthly Base Contract-level Reporting Requirements

The deliverable defined in paragraph 9.1.1 below is required for the basic contract and shall include information from each T&M or Labor Hour Task Order and be uploaded electronically to ATOMS. The T&M/Labor Hour Status Report deliverable shall be submitted **monthly** as set forth in paragraph 9.1.1 below and shall be Section 508 compliant (for additional information concerning 508 Compliance see Addendum A3.0 and <https://www.section508.va.gov>). The deliverable in paragraph 9.1.1 below will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results

demonstrating Section 508 compliance. If the Government rejects a report in ATOMS, the Contractor shall have 5 days to remediate any Government comments and resubmit the report in ATOMS. Deliverable with due dates falling on a weekend or holiday shall be submitted the first Government workday immediately following the holiday weekend.

9.1.1 Time-and-Materials/Labor-Hour Status Report

The Contractor shall submit one T&M/Labor Hour Status Report that includes information for each **Time and Materials/Labor Hour task order** as set forth in Section D, Attachment 002. Whenever a new Task Order is added to the report the Contractor shall add a new tab with the same information included in the first tab of the template. **This report is not required for Firm Fixed Price Task Orders.**

For Each Time and Materials Task Order, indicate:

1. Expenditures for the reporting period by labor, material and ODCs
2. Burn Rate and when funding is expected to run out given current Burn Rate
3. Labor costs shall be broken down by assigned numbering system for contract, Task Order and labor category, entity (Prime or Subcontractor), rates and hours
4. Material costs and ODCs shall be identified by type, and subcontractor (as applicable), and discussed briefly to indicate for what the material and/or ODC was used
5. Total task expenditures for the fiscal year to date, indicated as total, labor, materials and ODCs
6. Total task expenditures since Task Order award, indicated as total, labor, materials and ODCs

The Contract Performance Report as set forth in Section D, Attachment 002, shall be submitted monthly via the ATOMS portal.

9.2 Monthly Task Order-level Reporting Requirements

The Monthly Task Order Reports will be due on the 15th of each month (starting after the first full month of Performance) throughout the Period of Performance and shall be Section 508 compliant (for additional information concerning 508 Compliance see Addendum A3.0 and <https://www.section508.va.gov>) and shall be uploaded electronically to ATOMS. Specific Task Order-level Reporting Requirements will be specified at the Task Order level, and not all Reports will be required for each Task Order. The deliverables below will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance. If the Government rejects a report in ATOMS, the Contractor shall have five (5) days to remediate any Government comments and resubmit the report in ATOMS. Deliverable with due dates falling on a weekend or holiday shall be submitted on the first Government workday immediately following the holiday weekend.

9.2.1 Contractor's Progress, Status and Management Report

The Contractor shall submit a Quarterly Status Report, if required at the individual Task Order level, that shall convey the status of the Task Order's performance.

A When required at the Task Order level, indicate/discuss:

1. Brief Task Order summary
2. Performance metrics IAW TO level QASP
3. Task Order schedule and progress to date
4. Product launches and new features added to production
5. Significant open issues, risk and mitigation action
6. Subcontractor performance – discuss 1st tier Subcontractor(s) performance
7. Product Roadmap(s), as appropriate
8. Subcontractors utilized to date, including their respective small business size status, and the overall percentage of dollars paid by the Government to the Prime contractor as well as to each subcontractor. Among other uses, this information will be used to measure each CEDAR Contract Holder’s compliance with VAAR 852.219-10.
9. Invoices submitted to date with current status
10. An itemized listing, for the reporting period, of all Electronic and Information Technology (EIT) deliverables and their current Section 508 conformance status

9.2.2 Status of Government Furnished Equipment (GFE) Report

When GFE is provided for a Task Order, the Contractor may be required to provide a GFE Report which shall include the following items related to GFE:

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

9.2.3 Personnel Contractor Manpower Report

The Contractor may be required to provide a Personnel Contractor Manpower Report at the individual Task Order Level, on a monthly basis, listing all personnel. The information required is as follows:

- A. Task Order
- B. Employee Name
- C. Background Investigation/Clearance level and/or Status
- D. Company name
- E. Prime/Subcontractor
- F. Labor Category
- G. Facility location

- H. Tour of Duty Schedules (e.g. Monday through Friday, 9:00 am to 5:00 pm)
- I. Universal Unique Identifier UUID (Badge Number bottom right of back of badge)
- J. Facility where badge was issued
- K. Badge Expiration Date
- L. Project supported
- M. Date Disassociated From Contract (for employees who no longer support this contract)
- N. Date Badge Returned to COR
- O. Contractor Rules of Behavior
- P. VA Cyber Security Awareness and Rules of Behavior Training
- Q. Annual VA Privacy Training

9.2.4 Contractor Staff Roster

The Contractor may be required to provide a Contractor Staff Roster, as defined at the individual Task Order Level. This report shall include all Contractor and Subcontractor employees and be provided within three business days after Task Order award for all personnel employed to begin their background investigations. As personnel changes occur a revised roster is required. The Contractor Staff Roster shall be updated and delivered only to the COR within one day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc., throughout the Period of Performance. The Contractor Staff Roster should indicate which employees are active or inactive. For inactive employees, the roster should indicate the date the employee was separated from the Task Order and when their credentials were returned to the COR.

The Contractor Staff Roster shall contain:

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

9.3 Meetings and Reviews

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

9.3.1 Post-Award Conferences

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

9.3.2 Prime Contractor Deep Dives

The Government intends to convene quarterly deep-dive meetings with the Prime contractors to discuss opportunities to improve delivery quality and culture on the CEDAR vehicle. These meetings will be scheduled by the Government which will provide at least ten (10) business days notice. The Prime contractors are expected to escalate blockers, share lessons learned, and highlight opportunities to improve the VA delivery environment. Meetings will be face to face, either in person or via internet meeting tools such as Zoom, Microsoft Teams, Skype, etc.

9.3.3 Quarterly Collective Prime Program Reviews

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

ADDENDUM A– ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

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

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

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

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

Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA Talent Management System (TMS) 2.0, and will be tracked therein. The TMS 2.0 may be accessed at <https://www.tms.va.gov/SecureAuth35/>. If you do not have a TMS 2.0 profile, go to <https://www.tms.va.gov/SecureAuth35/> and click on the “Create New User” link on the TMS 2.0 to gain access.

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

A2.0 VA Enterprise Architecture Compliance

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

A2.1 VA Internet and Intranet Standards:

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

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=1056&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=1055&FType=2

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

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

A3.1 Section 508 – Information and Communication Technology (ICT) Standards

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

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

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

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

A3.2 Compatibility with Assistive Technology

The standards do not require installation of specific accessibility-related software or attachment of an assistive technology device. Section 508 requires that ICT be compatible with such software and devices so that ICT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

A3.3 Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the Section 508 Chapter 2: Scoping Requirements standards identified above.

The Government reserves the right to test for Section 508 Compliance before delivery. The Contractor shall be able to demonstrate Section 508 Compliance upon delivery.

A4.0 Physical Security & Safety Requirements:

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

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

A5.0 Confidentiality and Non-Disclosure

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

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the

Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard (“Security Rule”). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

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

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

A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13693, "Planning for Federal Sustainability in the Next Decade", dated March 19, 2015; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, Federal Energy Management Program (FEMP) designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

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

1. Provide/use ENERGY STAR products, as specified at www.energystar.gov/products (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at https://www4.eere.energy.gov/femp/requirements/laws_and_requirements/energy_star_and_femp_designated_products_procurement_requirements. The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at www.epeat.net. At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. The acquisition of Silver or Gold EPEAT registered products is encouraged over Bronze EPEAT registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.

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4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

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

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

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

**ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM
SECURITY/PRIVACY LANGUAGE**

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

B1. GENERAL

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

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

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

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

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

5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an

operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

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

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

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

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

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

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

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

1. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA,

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

2. The Contractor/Subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or VA. This includes Internet Explorer 11 configured to operate on Windows 10 and future versions, as required.

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

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

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

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

7. The Contractor/Subcontractor agrees to:

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

i. The Systems of Records (SOR); and

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

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

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

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

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

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

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

9. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hot fixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

10. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, **but in no event longer than ____ days.**

11. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to VA that the patch has been

validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes [within _____ days](#).

12. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the CO and the VA Assistant Secretary for Office of Information and Technology.

B5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

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

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

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

d. The Contractor/Subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the

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

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

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

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

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

- 1) Vendor must accept the system without the drive;

- 2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- 3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- 4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for VA to retain the hard drive, then;
 - a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.
 - c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

B6. SECURITY INCIDENT INVESTIGATION

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.
- b. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of

jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/Subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

B7. LIQUIDATED DAMAGES FOR DATA BREACH

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

b. The Contractor/Subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

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

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:
 - a) date of occurrence;
 - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- 3) Number of individuals affected or potentially affected;
- 4) Names of individuals or groups affected or potentially affected;
- 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- 6) Amount of time the data has been out of VA control;

- 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8) Known misuses of data containing sensitive personal information, if any;
- 9) Assessment of the potential harm to the affected individuals;
- 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Breaches Involving Sensitive Personal Information*, as appropriate; and
- 11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

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

B8. SECURITY CONTROLS COMPLIANCE TESTING

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

B9. TRAINING

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

- 1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the VA Information Security Rules of Behavior, relating to access to VA information and information systems;
- 2) Successfully complete the VA Privacy and Information Security Awareness and Rules of Behavior course (TMS 2.0 # VA 10176) and complete this required privacy and information security training annually;
- 3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the CO for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 2 days of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and electronically sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

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>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS	OCT 2018
52.212-4	CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS ALTERNATE I	JAN 2017
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	MAY 2020
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-1	GOVERNMENT PROPERTY ALTERNATE I	APR 2012

C.2 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2020)

(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).

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(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

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- (ii) Alternate I (MAR 2020) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (MAR 2020) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (MAR 2020) (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 (MAR 2020) of 52.219-9.
- (v) Alternate IV (AUG 2018) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (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 (MAR 2020) (15 U.S.C. 657f).
- (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.

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[] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (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 (MAR 2020) (15 U.S.C. 637(m)).

[] (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[] (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17))

[X] (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

[X] (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (31)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[] (ii) Alternate I (JULY 2014) of 52.222-35.

[X] (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[] (ii) Alternate I (JULY 2014) of 52.222-36.

[X] (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

[X] (36) 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.)

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[] (37)(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.)

[] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (40)(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.

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[X] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[X] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[X] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[X] (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[X] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (49)(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).

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- [] (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.
- [] (50) 52.225–5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [] (51) 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).
- [] (52) 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).
- [] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [] (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [X] (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- [] (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- [X] (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- [X] (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [] (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- [] (62)(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.
- [] (iii) Alternate II (FEB 2006) of 52.247-64.

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(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 (AUG 2018) (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) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

(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

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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) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (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.

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

(vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(viii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiv)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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 and E.O. 13627).

(xv) 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).

(xvi) 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).

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

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

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

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

(xxi) 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).

(xxii) 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.

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

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

(End of Clause)

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award and ordering can continue for 60 months thereafter.

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

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

(End of Clause)

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of Clause)

**C.7 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020) ALTERNATE I
(MAR 2020)**

(a) The Contracting Officer will set aside orders for the small business concerns identified in 19.000(a)(3) when the conditions of FAR 19.502-2 and the specific program eligibility requirements are met, as applicable.

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

(End of Clause)

C.8 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

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

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

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

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

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

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

(End of Clause)

C.9 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

X 852.203-70, Commercial Advertising.

X 852.209-70, Organizational Conflicts of Interest.

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- 852.211-70, Equipment Operation and Maintenance Manuals.
- 852.214-71, Restrictions on Alternate Item(s).
- 852.214-72, Alternate Item(s). [Note: this is a fillable clause.]
- 852.214-73, Alternate Packaging and Packing.
- 852.214-74, Marking of Bid Samples.
- 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- 852.215-71, Evaluation Factor Commitments.
- 852.216-71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216-72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216-73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- 852.216-74, Economic Price Adjustment—Medicaid Labor Rates.
- 852.216-75, Economic Price Adjustment—Fuel Surcharge.
- 852.219-9, VA Small Business Subcontracting Plan Minimum Requirements.
- 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- 852.219-11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- 852.222-70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- 852.228-70, Bond Premium Adjustment.
- 852.228-71, Indemnification and Insurance.
- 852.228-72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- 852.232-72, Electronic Submission of Payment Requests.
- 852.233-70, Protest Content/Alternative Dispute Resolution.
- 852.233-71, Alternate Protest Procedure.
- 852.237-70, Indemnification and Medical Liability Insurance.
- 852.246-71, Rejected Goods.
- 852.246-72, Frozen Processed Foods.
- 852.246-73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- 852.270-1, Representatives of Contracting Officers.
- 852.271-72, Time Spent by Counselee in Counseling Process.
- 852.271-73, Use and Publication of Counseling Results.
- 852.271-74, Inspection.
- 852.271-75, Extension of Contract Period.
- 852.273-70, Late Offers.

___ 852.273-71, Alternative Negotiation Techniques.

___ 852.273-72, Alternative Evaluation.

___ 852.273-73, Evaluation—Health-Care Resources.

___ 852.273-74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

___ 852.237-74, Nondiscrimination in Service Delivery.

(End of clause)

**C.10 852.212-72 GRAY MARKET AND COUNTERFEIT ITEMS (MAR 2020)
(DEVIATION)**

(a) No used, refurbished, or remanufactured supplies or equipment/parts shall be provided. This procurement is for new Original Equipment Manufacturer (OEM) items only. No gray market items shall be provided. Gray market items are OEM goods intentionally or unintentionally sold outside an authorized sales territory or sold by non-authorized dealers in an authorized sales territory.

(b) No counterfeit supplies or equipment/parts shall be provided. Counterfeit items include unlawful or unauthorized reproductions, substitutions, or alterations that have been mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitutions include used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

(c) Vendor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed equipment/system, verified by an authorization letter or other documents from the OEM or by an intermediary distributor authorized by the OEM. All software licensing, warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

(End of clause)

**C.11 852.212-73 GRAY MARKET AND COUNTERFEIT ITEMS—INFORMATION
TECHNOLOGY (IT) MAINTENANCE ALLOWING OTHER-THAN-NEW
PARTS (MAR 2020 (DEVIATION)**

(a) Used, refurbished, or remanufactured parts may be provided. No gray market supplies or equipment shall be provided. Gray market items are OEM goods intentionally or unintentionally sold outside an authorized sales territory or sold by non-authorized dealers in an authorized sales territory.

(b) No counterfeit supplies or equipment shall be provided. Counterfeit items include unlawful or unauthorized reproductions, substitutions, or alterations that have been mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitutions include used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

(c) Vendor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed equipment/system, verified by an authorization letter or other documents from the OEM. All software licensing, warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

(End of clause)

C.12 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

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

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

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

(b) General.

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

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

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

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

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

(2) *Supplies or products.*

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

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

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

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

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

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

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

(End of clause)

C.13 ON-RAMP

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

C.14 OFF-RAMP

The Government, in its sole discretion, may exercise the Off-Ramp if any of the following events occur: a SDVOSB contract holder that no longer qualifies as an SDVOSB because it is acquired by a non-SDVOSB concern or is no longer listed as verified in the VIP database for any reason; Any SDVOSB contract holder must notify CVE/OSDBU with a copy to the Contracting Officer of any change in ownership or control of the company within 15 days of that change becoming

final; and/or contract holders are not bidding on a reasonable number of Task Orders during contract performance. If the Government elects to exercise the Off-Ramp for any CEDAR contract holder, the Contractor will be removed from the program and thus will not be eligible to propose on any Task Order competitions.

C.15 ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

(c) The term "Contractor" herein used means:

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

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

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

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

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

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

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

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

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

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

(j) Government representatives shall have access to the Contractor’s premises and the right to inspect all pertinent books and records in order to ensure that the Contractor is in compliance with Subpart 9.5 of the FAR and this provision.

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

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

(m) For any breach of the above restrictions, or for nondisclosure or misrepresentation of any relevant interests required to be disclosed concerning this contract, the Government may, terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and/or pursue other remedies permitted by law and/or this contract.

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

(o) This agreement will remain in effect during the period of performance of this contract and for a reasonable period of time following completion of this contract, as specified in each applicable Task Order.

C.16 INCORPORATION OF RATES AND LABOR CATEGORIES

The blended loaded labor rates and indirect loading rates are incorporated into the contract and are set forth in Section D, Attachment 001 - Price Evaluation Spreadsheet. The blended loaded labor rates and indirect loading rates are applicable to Firm-Fixed Price (FFP) (where there is a rate on the contract the maximum rate will apply, however, the rates will not be binding for LCATs for FFP Task Orders not found within the attachment; those LCATs will not have a maximum rate) and Time-and-Material/Labor-Hour contract types at the Task Order level. Indirect costs as set forth in FAR 52.212-4 Alternate I (i)(ii)(D)(2) shall be billed using the indirect loading rates in the contract.

C.17 METRICS

The CEDAR contract is performance based and IAW FAR 37.102, Task Orders issued under CEDAR will be performance-based to the maximum extent practicable. Contractor performance on the Task Order level will be assessed IAW the corresponding QASP Performance Based Service Assessment (PBSA) Survey using the specific metrics detailed in the QASP which may differ between Task Orders depending on the Task Order's scope.

Task Order Metrics: (at a minimum)

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

Please note, for purposes of Task Order past performance evaluations, the ratings issued in the Task Order level QASP PBSA Survey will be combined to inform the Past Performance assessments for the relevant evaluation.

Task Orders may include incentives, as well as remedies, tailored for individual Task Orders based on task order type and associated risks.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- D.1 Attachment 001 – Price Evaluation Spreadsheet
- D.2 Attachment 002 – T&M/Labor Hour Status Report
- D.3 Attachment 003 – Certification of Proposed Major Subcontractors and non-use of
Consultants
- D.4 Attachment 004 – Non-Disclosure Agreement for Technical Factor 2 – Remote Design
Challenge
- D.5 Attachment 005 – Certification Letter for Remote Design Challenge
- D.6 Attachment 006 – VOA User Registration
- D.7 Attachment 007 – VOA Proposal Dashboard Instructions v1.1

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>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS)	OCT 2016
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	MAR 2020
52.216-31	T&M/LH PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015

E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items.

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

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Covered telecommunications equipment or services, critical technology, and substantial or essential component have the meanings provided in clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services, the Offeror shall provide the following information as part of the offer—

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

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

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

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

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2020)

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

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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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

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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).

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

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

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

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(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

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manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any

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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

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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:

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(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
---------------	-------------------

<hr/>	<hr/>
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[List as necessary]

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

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

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

Line Item No.	Country of Origin
---------------	-------------------

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_____	_____
_____	_____
_____	_____

[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

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government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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(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.

(l) *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 SAM to be eligible for award.)

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(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:

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Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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

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(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 (12.301(d)(1)).

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

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

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

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

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

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

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

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

(v) *Covered Telecommunications Equipment or Services—Representation*. Section 889(a)(1)(A) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

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

The Government contemplates award of multiple Hybrid Firm-Fixed-Price/Time and Materials/Labor Hour Contracts resulting from this solicitation.

(End of Provision)

E.6 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to five or more sources under this solicitation. However, the Government retains the right to award fewer or more than five awards should it be determined in its best interest.

E.7 PROPOSAL SUBMISSION

1. INTRODUCTION

Each Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation. Offerors shall create an account for the Virtual Office of Acquisition (VOA) at <https://www.voa.va.gov/> using the instructions found in Attachment 006. Prior to the due date and time indicated in the solicitation, Offerors shall upload their Technical Volume 1 Case Study submission to the Proposal Dashboard using the instructions found in Attachment 007. The Proposal Type drop down field should be changed to CEDAR to reflect the solicitation being proposed against. Offerors are responsible for ensuring their proposals are uploaded by the due date and time and the Government suggests not waiting until the last minute to begin the upload process. Any technical issues with the VOA site can be directed to the Help Desk at VA.Acquisition.Systems@va.gov. Files are limited to 100MB per upload and are limited to the following file types: .pdf, .doc, .docx, .xls, .xlsx, .ppt, .pptx, .mpp, .zip, .vsd, .dotx, .dotm, .xltx, .xltm, .xlsm, .potx, and .potm. For all other file types, files shall be compressed into a .zip and submitted as such. File types included in any submitted .zip file are limited to human-readable data formats and artifacts submitted in machine-readable formats (e.g., CSV, JSON, XML) will not be evaluated. Although hyperlinks may be included in an Offeror's Case Study response, the Government will not click the hyperlink(s) and is not responsible to evaluate any content found at the hyperlink(s). In regard to Volumes II, III, and IV, if an Offeror feels they will not meet the 10MB file limitation for VA e-mail please submit each volume in separate e-mails. Additionally, VA cannot accept .zip compressed files via email. The Offeror's written proposal shall consist of four (4) volumes:

- Volume I: Case Studies (Technical Factor 1),
- Volume II: Written Technical Approach (Technical Factor 3),
- Volume III: Price, and
- Volume IV: Solicitation, Offer & Award Documents, Certifications & Representations.

The Offeror's proposal will also include a Remote Design Challenge (RDC) (Technical Factor 2). For Volumes II through IV, the use of hyperlinks or embedded attachments in proposals is prohibited.

WARNING: Please do not wait until the last minute to submit your

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

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal.

All files in Volumes I, II, and III (with the exception of the Artifacts included with each Offeror's Technical Factor 1 Case Study Volume) will be submitted as either a Microsoft Word (.doc or .docx) or Microsoft Excel (.XLS or .XLSX) file, both of which shall be locked so no further edits can be made, and the password necessary to allow editing shall not be provided to the Government. Volume IV shall be submitted as a .PDF file type. Page size shall be no greater than 8 1/2" x 11" portrait orientation only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations must be no smaller than 10-point. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line (minimum 6-point line). Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions above and below. Pages or content in violation of these instructions, either by exceeding the margin, font, printing, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages or content not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Volume 1 Case Studies will be due in accordance with the Due Date included on the RFP's cover page. Volumes II, III, and IV will be due after the completion of all Offeror's RDCs and will be due on the same date for all Offerors. The date and time for submission of Volumes II, III, and IV will be provided via e-mail to all RDC participants along with the date and time of your RDC and those volumes shall be submitted to David.Melton@va.gov with

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Joshua.Cohen2@va.gov copied. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations*
Volume I	Case Studies (Technical Factor 1)	Tech1.doc or docx	9 (single document, not including Artifacts, subcontractor list, Attachment 003, or corporate affiliation for new corporate entities)
Volume II	Written Technical Approach (Technical Factor 3)	Tech2. doc or docx	10
Volume III	Price	Price.xls or xlsx	None
Volume IV	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

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

See also FAR 52.212-1, Instructions to Offerors – Commercial Items.

(i) VOLUME I – TECHNICAL FACTOR 1—Case Studies

Offerors shall submit up to three relevant case studies for evaluation. Relevant case studies must demonstrate recent (within the past three (3)-years immediately prior to the date of solicitation) performance of tasks detailed in the PWS, related to user research and user story collaboration ((PWS paragraph 5.0, Item 1), agile software development (PWS paragraph 5.0, Item 4), and DevOps (PWS paragraph 5.0, Item 10), performed by the Offeror or any proposed **major** subcontractor. A **major** subcontractor is one who is anticipated to be meaningfully used during performance of the contract for one of the three (3) following PWS tasks: user research and user story collaboration ((PWS paragraph 5.0, Item 1), agile software development (PWS paragraph 5.0, Item 4), and DevOps (PWS paragraph 5.0, Item 10). Accordingly, Offerors shall sign and submit a certification letter (Attachment 003) with their Case Studies that certifies that the proposed **major** subcontractor(s) are anticipated to support one of the three aforementioned Functional Areas during contract performance and that no consultants were used during the preparation of the Case Studies, nor will they be used for preparation of the Technical Factor 3 Written Technical Approach, nor during an RDC. Case Studies may reflect work completed for Government and/or Commercial clients. Offerors shall provide, in addition to the 3 Case Studies, a list of all Major Subcontractors and which of the three (3) aforementioned Functional Areas they will be meaningfully involved with during contract performance (this list will not

count against the nine (9) page count). **At least one (1) of the three (3) proposed Case Studies must relate to work conducted by the Prime Contractor which must describe work related to one of the three (3) relevant Functional Areas above. Additionally, only one Case Study can be from a Large Contractor.**

New Corporate Entities. A new corporate entity is defined as a company that does not have recent and relevant past experience to be used for the Case Studies. New corporate entities may submit data on prior contract(s)/ order(s) involving its officers and employees, any predecessor companies, and/or corporate affiliates. Offerors that provide case studies for a corporate affiliate must include a narrative adequately describing the corporate affiliation and the anticipated meaningful participation during performance of the contract/order. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons or predecessor companies in the case study. Any case study cited in accordance with this section must meet the recency and relevancy requirements defined within this Volume. Additionally, any case studies cited in accordance with this Section shall include the information required for all submitted case studies.

Joint Ventures. For this Volume, if the Offeror is a Joint Venture, the entities that make up the Joint Venture shall not be considered a major subcontractor. Case Studies may be based on previous experience of any member of the Joint Venture or the Joint Venture itself. However, the restriction on only one Case Study for a Large Business still applies. Any contracts/orders cited in accordance with this section must meet the recency and relevancy requirements defined within this Volume. Joint Venture Offerors shall include a statement on the type of Joint Venture they have established in their list of Major Subcontractors.

Offerors must submit case studies that demonstrate the three relevant Functional Areas above and are strongly encouraged to submit case studies that demonstrate the capability to perform the other Functional Areas in the PWS beyond the three relevant Functional Areas. 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 three pages. No more than one project should be represented within a single case study.

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

- A. Client organization name
- B. Period of performance
- C. Offeror's role for the Case Study (e.g. were you the prime contractor or a subcontractor)
- D. Product or project goals, outcomes, and impact
- E. Technology Stack (highlighting use of modern or innovative technologies)
- F. Delivery Methodology

In addition to the above, Offerors are required to submit Artifacts to further demonstrate their capacity to perform the requirements in the PWS. Artifacts can take many formats including but not limited to text files, PDF documents, or image files. However, Artifacts are limited to

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human-readable data formats and artifacts submitted in machine-readable formats (e.g., CSV, JSON, XML) will not be evaluated. Artifacts must be related to the work described in one or more case studies. Artifacts may include client deliverables, code (although provided in a human-readable format), and/or screenshots. Artifacts must not be created in response to this solicitation, they must be work products generated for the described case study, however, the Offeror may transfer original artifacts to a new format for submission. For example, the Offeror may take a screenshot of a webpage or copy site code into a text file. Multiple screenshots may be submitted as a single artifact as long as they are related to a single case study and functional area. Artifacts such as screenshots be presented in landscape. Artifacts may be anonymized as needed to protect Personally Identifiable Information, Personal Health Information, or other proprietary data, but should still demonstrate the vendor's expertise as it relates to the PWS as well as validate the past expertise detailed within the Case Study(s). Artifacts may all be from a single Case Study, or from multiple Case Studies, but there must be at least one artifact specifically related to each of the three (3) following relevant Functional Areas (Offerors shall note in their Case Study submission which artifact(s) are intended to meet each of the three (3) functional areas), with a max of nine (9) artifacts total:

- Agile software development
 - Developing software in an iterative style following the modern best practices described in the Digital Services Playbook (<https://playbook.cio.gov>)
 - Developing custom software or configurations in a modern software version control system
- User research and user story collaboration
 - Using a range of qualitative and quantitative user research methods to determine people's goals, needs, and behaviors
 - Documenting user research in a form that VA and other contractors can easily access and learn from
 - Working with the product owner or other VA staff to generate and prioritize user stories based on this research
- DevOps
 - Continuous deployment of code to testing, staging, and production instances in a commercial cloud environment
 - Automated testing suite integrated into a continuous integration workflow
 - Application health monitoring

The Case Studies and their respective artifacts (please include name of case study in the file name along with the name of the respective artifact and do not combine them as each one should stand alone), shall be submitted to VOA using the instructions found above prior to the due date and time included in the solicitation. Any explanations related to the artifacts shall be included at the bottom of each case study. On a separate document please submit a list of all major subcontractors regardless of whether they have a case study attributed to them including their DUNS, socio-economic size status, and the Functional Area(s) they are anticipated to support, please also include the DUNS for the Prime Offeror/Joint Venture.

(ii) TECHNICAL FACTOR 2—Remote Design Challenge (RDC)

The RDC will be conducted remotely using a series of Zoom account meetings hosted by the Government. The Government will schedule the RDCs by drawing lots among those Offerors who elect to proceed after receiving their advisory letters under the Technical Factor 1 advisory down-select. The exact dates, times, and meeting link will be provided in a subsequent e-mail. Only employees of the Prime Contractor or a proposed Major Subcontractor (as defined above and as listed in the Case Study Volume) may participate in the RDC.

The goal of the RDC is to evaluate the Offerors' ability to design user-centered solutions as part of their agile software development approach. Specifically, the RDC will be an opportunity for vendors to demonstrate their abilities in problem definition, user research, development of agile epics/stories, Minimally Viable Product selection, and design iteration/prototyping. Offerors will complete a design sprint including remote agile ceremonies with the Government. Offerors will be given a scenario detailing a fictional government problem and will have six (6) business days to complete the sprint. The following schedule provides the timing of the events during this sprint (Please note that none of the sessions are allowed to be recorded):

- **Business Day 1: Scenario and Test** The Offeror will join a 15-minute Zoom call to test the technology, during this meeting the Offeror will be emailed, and will then confirm receipt of, the email containing the fictional scenario. This confirmation will constitute the official start time for the RDC. The Offeror will prepare for the Sprint kick-off planning ceremony the following day. Additionally, Offerors will provide the full list of all participants for their RDC, including whether they are from the Prime Offeror or from a Major Subcontractor as well as a completed Attachment 004: Non-Disclosure Agreement (NDA) for Technical Factor 2 – RDC filled out and signed by all eight (8) individual participants (as well as any user research participants) including information from the company they are from and shall be submitted to the Government by the Prime Offeror. The Prime Offeror must also sign and submit Attachment 005 Certification Letter for Remote Design Challenge to David Melton at David.Melton@va.gov and copy Joshua Cohen at Joshua.Cohen2@va.gov, Joseph Jones at Joseph.Jones6@va.gov, and Joshua Fitzmaurice at Joshua.Fitzmaurice@va.gov by 4:00PM EST of Business Day 1. Only participants identified on the call may participate in the RDC. **This will not be an evaluated step. NOTE: Each team which consists of the Prime Offeror and Major Subcontractors can have no more than eight (8) participants; however, there is no minimum. Further, if an RDC participant identified as one of the eight (8) is no longer available due to medical emergency or another unforeseen event, the Government must be notified immediately and any new replacement participant must sign an NDA at Attachment 004 and submit it to the Government in a timely manner before that individual may participate on the RDC.** **Business Day 2: Sprint Planning** The Offeror will join a 1-hour Zoom call and conduct Sprint Planning. The Government will provide an actor during this meeting to play the role of the Product Owner for the fictional scenario. During the meeting the Product Owner will be available to answer questions, confirm or refute assumptions, and provide feedback on epics/stories. The Product Owner will be available to the Offeror only during this 1-hour meeting. Following Sprint Planning, the Offeror will carry out the agreed to plan until the Sprint Demonstration and Team Retrospective.
- **Business Day 6: Sprint Demonstration and Team Retrospective (Retro)** The Offeror

will join a 2-hour Zoom call and conduct a Sprint Demonstration and Team Retro. The Sprint Demonstration will be the first 45 minutes of the meeting. During the Sprint Demonstration, the Offeror will provide a status update including planned epic/story points, completed epic/story points, and notes. The Offeror will demonstrate the epics/stories completed during the sprint. The following 30 minutes will be the Sprint Retro. During the Sprint Retro, the Offeror will collect and discuss feedback from their team about the Sprint. After the completion of the Retro, the Government will take a 15-minute break to discuss the Offeror's Retro and determine if it has any questions, while leaving the Zoom meeting active and muted. The final 30 minutes of the meeting will be dedicated to Government Question and Answer (Q&A), if any, with the Offeror. These do not count as discussions and no further updates will be allowed to the Offeror's RDC response.

The RDC is an opportunity for the team to demonstrate cross-team collaboration, agile methods, user-centered design, and iterative development needed to execute the PWS.

All supporting digital (including any code developed during the RDC, photos, and screenshots (including those from other tools used during the RDC) and non-digital artifacts created during the RDC shall be submitted at the end of the RDC; video files and content provided through hyperlinks will not be accepted or evaluated. The submission shall be via a private GitHub repository the link to which shall be emailed to David.Melton@va.gov and copy Joshua Cohen at Joshua.Cohen2@va.gov, Joseph Jones at Joseph.Jones6@va.gov, and Joshua Fitzmaurice at Joshua.Fitzmaurice@va.gov at the completion of the RDC. The Offeror shall provide the Government GitHub Account [CEDAR-Evaluator] access to the private repository. Images of non-digital artifacts created during the RDC can be uploaded to the GitHub repo. These artifacts shall be representative of the Offeror's proposed process for documenting work. The Government's confirmation of receipt of the Offeror's email will constitute the official end of the Offeror's RDC. Nothing shall have been configured or committed to the GitHub repository provided at the end of the RDC prior to the official start time of the RDC as confirmed by the Government during the Scenario and Test meeting.

PLEASE NOTE: Although major subcontractors are free to partner with more than one prime Offeror, for the RDC, individuals who support one RDC (whether employees of the prime or a subcontractor) must be used on only one prime Offeror's RDC Team. Accordingly, should there be an individual who supports one prime Offeror's team that arrives for a second RDC for a different prime Offeror, the Government reserves the right to remove both prime Offerors from further consideration for award.

(iii) VOLUME II – TECHNICAL FACTOR 3—WRITTEN TECHNICAL APPROACH.

The Written Technical Approach shall be limited to 10 pages, excluding the cover letter and table of contents, and list of acronyms. Within the Written Technical Approach, the Offeror shall provide a detailed approach to the following:

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1. How does your organization recruit, hire, and retain talented individuals in the fields of product management, research and design, and software engineering?
2. How does your organization ensure the delivery of quality and consistent design products and functional code?
3. How does your organization foster effective teamwork during agile service delivery?
4. How does your organization collaborate in work environments that involve multiple Government stakeholders and external contractor teams?

(iv) VOLUME III – PRICE

The Offeror is required to complete and submit the Government provided “Price Evaluation Spreadsheet” found as Attachment 001. Instructions for the Spreadsheet can be found in the Worksheet entitled “Instructions.” The Offeror shall input a fully loaded blended labor rate for each labor category that will be valid for the Prime and its subcontractors, as well as a handling rate for Materials and Travel that will become binding ceiling rates for any resultant contract. Fully loaded labor rates proposed shall be two decimal places.

(v) VOLUME IV – SOLICITATION, OFFER & AWARD DOCUMENTS,
CERTIFICATIONS & REPRESENTATIONS

Certifications and Representations - This Volume shall contain the following:

- a. Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated, price, technical, and/or otherwise.
- c. Offerors shall provide a list of all proposed subcontractors including company name, CAGE code and DUNS number.
- d. Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature.
- e. A copy of the Offeror’s SBA-approved Mentor-Protege Joint Venture Agreement and a copy of the Joint Venture Agreement, if applicable.

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

E.8 BASIS FOR AWARD

A. BASIS FOR AWARD

The source selection process for CEDAR will neither be based on a Lowest Price Technically Acceptable basis nor Tradeoffs. For this effort, the Highest Rated Offerors with a Fair and Reasonable Price will determine the best value basis for the award of contracts under this solicitation.

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As there will be no tradeoff between any of the three (3) Technical Factors and Price, there is no relative weighting between the non-Price Factors and the Price Factor. This is because the methodology will evaluate pricing of only those Offerors which achieve the highest technical ratings.

The Government intends to award a contract resulting from the CEDAR solicitation to five (5) Offerors; however, the Government retains the right to award fewer or more than five (5) awards should it be determined in its best interest. In the event the Government does decide to award more than five (5) contracts resulting from this solicitation, it will award the contracts to the next highest ranked Offeror(s). In the event of a tie/essentially-equal finding at the fifth (5th) position, all Offerors tied/essentially-equal finding at the fifth (5th) position will receive an award. If one (or more) of the Offerors in the top five (5) verified ratings (or more than five (5) should the Government make additional awards) is found to not have a fair and reasonable price, it will be eliminated from the ranking. No further ranking beyond the awardees will be made.

NOTE: A tie/essentially-equal finding is determined exclusively at the fifth (5th) position when two or more Offerors receive identical rankings. If a tie/essentially-equal ranking occurs at any other position before the 5th position, that will not result in two or more Offerors holding the same numbered position. For example, if two Offerors reach an identical ranking in the 4th available position, one tied/essentially-equal Offeror of the two Offerors will take the 4th position and the second will move into the 5th position.

Any award will be made based on the best overall (i.e., best value) proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to the four following evaluation Factors: Technical Factor 1—Case Studies, Technical Factor 2—Remote Design Challenge (RDC), Technical Factor 3—Written Technical Approach, and Price. Technical Factor 2 is slightly more important than Technical Factor 1, which is significantly more important than Technical Factor 3. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for Technical Factors 2 and 3 and the Offeror's Price must be determined Fair and Reasonable. This methodology considers the non-price factors, when combined, to be significantly more important than price.

All Offerors are advised that the Government may set multiple competitive ranges, however, the competitive range(s) would be drawn only for the Technical Factor 3 - Written Technical Approach Volume and/or the Price Volume and will not be conducted during or directly after Technical Factor 1 – Case Studies or Technical Factor 2 – Remote Design Challenge (RDC). Offerors are hereby notified that if the Contracting Officer determines that the number of proposals that would otherwise be included in any competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range(s) to the greatest number that will permit an efficient competition among the most highly rated proposals.

B. FACTORS TO BE EVALUATED

1. TECHNICAL FACTOR 1— CASE STUDIES
2. TECHNICAL FACTOR 2— REMOTE DESIGN CHALLENGE (RDC)
3. TECHNICAL FACTOR 3— WRITTEN TECHNICAL APPROACH
4. PRICE

C. EVALUATION APPROACH – All proposals shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. If discussions are entered, they will only be for Technical Factor 3, Price, and/or the Solicitation, Offer & Award Documents, Certification and Representations Volumes as applicable; Offerors are advised they will not be permitted to revise their submitted responses for either Technical Factor 1 or Technical Factor 2 in the event discussions are opened. The proposal will be evaluated strictly in accordance with its written and/or demonstrated content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation in Technical Factors 2 and 3 will be rated Unacceptable and thus, ineligible for award.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the following:

TECHNICAL FACTOR 1 - CASE STUDIES. Technical Factor 1 shall evaluate the Government's confidence in the Offeror's ability, as evidenced by the past experience and expertise identified within each Case Study, as well as all artifacts provided with the Case Studies, to perform the work required in the Performance Work Statement (PWS). Although there is no specific rubric for evaluation of Case Studies, the provided artifacts will be evaluated based on how well they align with the narrative description provided for their respective case study, the technical quality of the artifact, and the appropriateness of the artifact to the functional area to which it is being proposed.

After the Government completes evaluation of the Technical Factor 1-Case Studies, the highest rated Offerors will receive an advisory notification advising them to proceed to Technical Factors 2 and 3. Lower rated Offerors will be advised they are unlikely to be viable competitors. The intent of this advice is to minimize proposal development costs for those Offerors with little chance of receiving an award. However, the Government's advice will be a recommendation only, and those Offerors may elect to continue their participation in the acquisition. All Offerors who elect to continue their participation shall provide notification no later than 5PM ET the next business day to VA after which they will be provided the dates and times for the RDC and the due dates for the Written Technical Approach, Price, and Solicitation, Offer & Award Documents, Certifications and Representations Volumes.

TECHNICAL FACTOR 2 – RDC and TECHNICAL FACTOR 3 - WRITTEN TECHNICAL APPROACH. The evaluation of Technical Factor 2-RDC and Technical Factor 3-Written Technical Approach will consider the following:

- a. Understanding of the Problem – Technical Factor 2 and Technical Factor 3 will be evaluated to determine the extent to which the Offeror’s approach demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- b. Feasibility of Approach – Technical Factor 2 and Technical Factor 3 will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. They will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

2. PRICE/COST EVALUATION APPROACH.

This evaluation will not result in a Total Evaluated Price. Proposed prices, including all proposed fully burdened Labor Rates, Material Handling Rate, and Travel Handling Rate, will only be evaluated to determine that the proposed Rates are fair and reasonable. Additionally, only Offerors determined to be the highest technically ranked will have their price proposals evaluated. The fair and reasonable evaluation of rates will be used to establish Maximum Rates on awarded contracts. Such Maximum Rates will apply to Firm-Fixed-Price (FFP) orders and Time-and-Material/Labor-Hour orders, however, on FFP orders Offerors may propose other Labor Categories when that labor rate is not on contract. Additionally, Offerors shall propose a handling rate to be applied to Materials and Travel which will be incorporated into any resultant contract as a ceiling rate.

For each proposed fully burdened direct labor rate, the basis for the proposed maximum fair and reasonable rates (Attachment 001, column I), used as the basis for comparison, will be labor rates found in the GSA CALC Tool for the Labor Categories included in the attachment. Failure to provide a rate for each listed Labor Category in Attachment 001 may render the Offeror’s price proposal inadequate and preclude the Offeror from further consideration for award. The Government has established Interquartile Ranges based on the labor rates found in the GSA CALC Tool and then applied the Tukey Rule to establish the maximum rates used as the basis for comparison and included in Attachment 001. The proposed fully burdened Labor Rate for each Labor Category listed in the Price Evaluation Spreadsheet, Attachment 001, will be compared to the “maximum fair and reasonable labor rate” listed in column I of Attachment 001, to ensure it does not exceed the maximum rate. As long as all rates are at or lower than the maximum rate for each Labor Category, the proposed rates will be determined fair and reasonable. Should a single proposed rate exceed the listed maximum rate in any Labor

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Category, the Government reserves the right to determine the Offeror's entire Price Proposal to be not fair and reasonable and remove the Offeror from further consideration for award.