

2. AMENDMENT/MODIFICATION NUMBER 0005	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable) TAC-19-53762
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6. ISSUED BY Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724	CODE	7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs Technology Acquisition Center  23 Christopher Way Eatontown NJ 07724	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To all Offerors/Bidders	(X)	9A. AMENDMENT OF SOLICITATION NUMBER 36C10B19Q0176
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	<input type="checkbox"/>	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. See Page 7 Number 4

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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

Please see amendment to the solicitation below.

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

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

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

1. REQUISITION NO. PAGE 2 OF 96

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
36C10B19Q0176 3-1-2019

7. FOR SOLICITATION INFORMATION CALL: a. NAME Dave Melton - Contract Specialist b. TELEPHONE NO. (No Collect Calls) 732-795-1143 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Department of Veterans Affairs, Office of Acquisition Operations, Technology Acquisition Center, 23 Christopher Way, Eatontown NJ 07724  
10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541512  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: \$27.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS N/A 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO See Delivery Schedule 16. ADMINISTERED BY Department of Veterans Affairs, Office of Acquisition Operations, Technology Acquisition Center, 23 Christopher Way, Eatontown NJ 07724

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs, Technology Acquisition Center, Financial Services Center, PO Box 149971, Austin TX 78714-8971  
PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>POCs: David Melton, Contract Specialist, 732-795-1143, David.Melton@va.gov and Joshua Cohen, Contracting Officer, 732-440-9696, Joshua.cohen2@va.gov</p> <p>The resulting Order will be hybrid Firm-Fixed Price and Time and Material.</p> <p>Terms and conditions of the Offeror's GSA Schedule contract shall apply to the solicitation and resultant Order.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joshua Cohen Contracting Officer 31c. DATE SIGNED

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5.6.2 Optional Task 1.a. – Upon execution of this optional task, the contractor shall provide all services within section 5.2.1(q), 5.2.1(r) and 5.2.1(s) above for VSP Technical Operations	

and Maintenance services for each Option Period. All Deliverables associated with paragraphs 5.2.1 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance. ....	50
5.6.3 Optional Task 2 – Security and Compliance: Upon execution of this optional task, the contractor shall provide all services within section 5.2.2 above for Security and Compliance for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.2.2 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance. ....	50
5.6.4 Optional Task 2.a – Upon execution of this optional task, the contractor shall provide all services within section 5.2.2(e) and 5.2.2(f) above for Security and Compliance for each Option Period. All Deliverables associated with paragraphs 5.2.2 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance. ...	50
5.6.5 Optional Task 3 – Contact Center Support: Upon execution of this optional task, the contractor shall provide all services within section 5.2.3 above for Contact Center support for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.2.3 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance. ....	50
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and Standards for each Option Period. All Deliverables associated with paragraphs 5.3.2 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance. ....	51
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The purpose of this Amendment 0005 is as follows:

1. Update Section B.3 Price Schedule to add Contract Line Item Numbers for Optional Task 6 in the Base and Option Periods.
2. Make the following changes to Section B.4 Performance Work Statement:
  - a. Add language to PWS Section 2.2
  - b. Replace a term in PWS Section 5.1.1
  - c. Add and correct language in PWS Section 5.2.1 and add language at 5.2.1f and 5.2.1u
  - d. Add language to PWS Section 5.2.2
  - e. Add language to PWS Section 5.2.3 and 5.2.3d
  - f. Add language to PWS Section 5.3.1 and 5.3.2
  - g. Add language to PWS Section 5.5 and 5.5b
  - h. Correct language in PWS Section 5.6.2 and 5.6.10
  - i. Add Optional Task 6 at PWS Section 5.6.11
  - j. Make administrative corrections to PWS Sections 6.1.1, 6.1.2, 6.1.3, and 6.1.4.
  - k. Clarify the type of GFE as it pertains to PWS Section 6.5
  - l. Make administrative corrections to links dates and versions of applicable documents in PWS Section 7.0 and add two new applicable documents at numbers 63 and 64.
  - m. Make administrative corrections to PWS Addendum A Sections A1.0, A2.0, and A2.1
  - n. Replace the requirements in PWS Addendum A Sections A3.0, A3.1, A3.2, and A3.3.
  - o. Number the Sections titled Physical Security & Safety Requirements, Confidentiality and Non-Disclosure, and Information Technology Using Energy-Efficient Products A4.0, A5.0, and A6.0 respectively.
  - p. Replace the Executive Order referenced in the PWS Addendum A Section A6.0
  - q. Make an administrative change to PWS Addendum B Section B.9
3. Make the following changes to Section E – Solicitation Provisions:
  - a. Change contract to task order in Section E.2
  - b. Change the instructions for submitting Volumes II, III, and IV in Section E.7.D
  - c. Clarified file size relating to e-mail submissions for Volumes, II, III, and IV in Section E.7.D.
  - d. Updated the dates that the ITD's are anticipated to be held.
  - e. Amend the table FTE table in Section E.7.D to make clarifications and add estimated FTE Equivalents for Optional Task 6.
  - f. In Section E.7.D, added .pdf as a format for submission of Volume II
4. Due Dates for the Written Technical Solution, Price Evaluation Approach, and Solicitation, Offer and Award Volumes will be included in your Advisory Notification.

## **SECTION B - CONTINUATION OF SF 1449 BLOCKS**

### **B.1 GOVERNING LAW**

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

**B.2 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: Contracting Officer 36C10B  
 Department of Veterans Affairs  
 Office of Acquisition Operations  
 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  See Section B.3 Price Schedule

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

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

AMENDMENT NO	DATE

**B.3 PRICE SCHEDULE**

Days used below refer to calendar days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.					
<b><u>BASE PERIOD (12-months)</u></b>					
<b><u>LINE ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
0001	<p>Project Management in accordance with (IAW) Performance Work Statement (PWS) paragraph 5.1, inclusive of subparagraphs.</p> <p>This Firm Fixed Price (FFP) Contract Line Item Number (CLIN) includes all labor and deliverables required for the successful completion of the services detailed in PWS paragraph 5.1 and all of its subparagraphs for the base period and each option period and optional task, if exercised.</p> <p>The cost of Project Management CLIN 0001 and subcontract Sub-Line Item Number (SLIN) 0001AA, 0001AB, and 0001AC shall be included in and allocated to the remaining FFP CLINs below including all option periods.</p> <p>Period of Performance (PoP) will be 12-months After Effective Date (AED).</p>	1	LO	NSP	NSP
0001AA	<p>Monthly Progress Report IAW PWS paragraph 5.1.1</p> <p>Due no later than the 7<sup>th</sup> day of the month following each reporting period.</p> <p>Electronic submission to: VA Program Manager (VA PM), Contracting Officer's Representative (COR), Contracting Officer (CO), and Contract Specialist (CS)</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
0001AB	<p>Sprint Reports IAW PWS paragraph 5.1.1</p> <p>Due no later than 72 hours after the end of each sprint.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP

0001AC	<p>TMS Training Certificates and Rules of Behavior IAW PWS paragraph 5.1.2</p> <p>Due 5 days AED and within 5 days of the onboard of each new employee.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
0001AD	<p>Contractor Staff Roster IAW PWS paragraph 6.1.6</p> <p>Due within 1 day of any changes.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
00XX	<p>Agile Delivery</p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP will be 12-Months AED.</p>	XX	EA	\$	\$
*	<p>Stable Pre-Production Environments IAW PWS paragraph 5.2.1</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>Automated Pipelines IAW PWS paragraph 5.2.1</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>Monitoring and Alerting System IAW PWS paragraph 5.2.1</p>	1	LO	NSP	NSP

	<p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>				
	<p>ATO Documentation IAW PWS paragraph 5.2.2</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>Data, Security and Integration Architecture Diagrams IAW PWS paragraph 5.2.2</p> <p>Due 90 days AED; updates ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>Security Audit Results IAW PWS paragraph 5.2.2</p> <p>Due every other Friday throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>Contact Center Collaboration Script Updates, Demos IAW PWS paragraph 5.2.3</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>T2/3 Support Reports IAW PWS paragraph 5.2.3</p> <p>Due every Friday throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP

	<p>Call Center Metrics Report IAW PWS paragraph 5.2.3</p> <p>Due every Friday throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>Website and Source Code Repository IAW PWS paragraph 5.3.1</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>VSP User Feedback Reports IAW PWS paragraph 5.3.1</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>Kickoff, Checkpoint and Review Meeting Reports IAW PWS paragraph 5.3.1</p> <p>Due no later than 48 hours after the conclusion of each meeting.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>VSP Architectures IAW PWS paragraph 5.3.2</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p> <p>Inspection/Acceptance/F.O.B: Destination</p>	1	LO	NSP	NSP
	<p>VA Design Standards IAW PWS paragraph 5.3.2</p> <p>Ongoing throughout PoP.</p> <p>Electronic submission to: VA PM, COR, CO and CS</p>	1	LO	NSP	NSP

	Inspection/Acceptance/F.O.B: Destination				
	VSP User Feedback Reports IAW PWS paragraph 5.3.2  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
	Content Style Guide IAW PWS paragraph 5.3.2  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
	Websites and Source Code Repositories IAW PWS paragraph 5.3.2  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
	VFS Monitoring Processes IAW PWS paragraph 5.3.3  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
	VFS Monitoring Reports IAW PWS paragraph 5.3.3  Due every other week throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
	Project Tools IAW PWS paragraph 5.4  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS	1	LO	NSP	NSP

	Inspection/Acceptance/F.O.B: Destination				
	VSP Project Plan/Backlog IAW PWS paragraph 5.5  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
	VSP Improvements IAW PWS paragraph 5.5  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
	VFS Services System Development Kit (SDK) IAW PWS paragraph 5.5  Ongoing throughout PoP.  Electronic submission to: VA PM, COR, CO and CS  Inspection/Acceptance/F.O.B: Destination	1	LO	NSP	NSP
00XX	TRAVEL  Travel in accordance with PWS paragraph 4.3  Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."  Government Not to Exceed Travel Ceiling: \$50,000.00 + Fixed Handling Rate ___% = Travel NTE Ceiling \$ _____ (Inclusive of Government NTE travel ceiling + Fixed Handling Rate)	1	Not- To- Exceed (NTE)	\$	
00XX	MATERIALS  Materials shall be purchased only upon receipt of approval of the COR.  Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."	1	NTE	\$	

	<p>Government Not to Exceed Ceiling:  \$250,000.00  + Fixed Handling Rate ___%  = Materials NTE Ceiling \$ _____  (Inclusive of Government NTE Material ceiling + Fixed Handling Rate)</p>				
00XX	<p>Optional Task 1 IAW PWS paragraph 5.6.1</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN, in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>*Contractor shall propose number of iterations to maximize budget for all optional tasks.</p> <p>Number of Iterations: _____  Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>	XX NTE	EA	\$	\$
00XX	<p>Optional Task 1.a IAW PWS paragraph 5.6.2</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables</p>	XX	EA	\$	\$

	<p>required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>				
00XX	<p>Optional Task 2 IAW PWS paragraph 5.6.3</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 2.a IAW PWS paragraph 5.6.4</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p>	XX	EA	\$	\$

	<p>Number of Iterations: _____  Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>				
00XX	<p>Optional Task 3 IAW PWS paragraph 5.6.5</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____  Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 3.a IAW PWS paragraph 5.6.6</p> <p><i>This Optional Task may be exercised anytime during the base period of performance in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____  Length of each Iteration: _____</p>	XX	EA	\$	\$

	<p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>				
00XX	<p>Optional Task 4 IAW PWS paragraph 5.6.7</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 4.a IAW PWS paragraph 5.6.8</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p>	XX	EA	\$	\$

	PoP end date will coincide with end date of base period.				
00XX	<p>Optional Task 5 IAW PWS paragraph 5.6.9</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 5.a IAW PWS paragraph 5.6.10</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p>	XX	EA	\$	\$

	PoP end date will coincide with end date of base period.				
00XX	<p>Optional Task 6 IAW PWS paragraph 5.6.11</p> <p><i>This Optional Task may be exercised anytime during the base period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of base period.</p>	XX	EA	\$	\$
<b>Base Period Sub-total (Without Optional Tasks)</b>					\$
<b>Base Period Total (Including Optional Tasks)</b>					\$
<b>OPTION PERIOD 1 (12-months)</b>					
<p><b>This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the Base Period.</b></p>					
10XX	<p>Agile Delivery</p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP will be 12-Months AED.</p>	XX	EA	\$	\$
10XX	<p>TRAVEL</p> <p>Travel in accordance with PWS paragraph 4.3</p>	1	NTE	\$	

	<p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Travel Ceiling: \$50,000.00 + Fixed Handling Rate ___% = Travel NTE Ceiling \$ _____ (Inclusive of Government NTE travel ceiling + Fixed Handling Rate)</p>				
10XX	<p>MATERIALS</p> <p>Materials shall be purchased only upon receipt of approval of the COR.</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Ceiling: \$250,000.00 + Fixed Handling Rate ___% = Materials NTE Ceiling \$ _____ (Inclusive of Government NTE Material ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
00XX	<p>Optional Task 1 IAW PWS paragraph 5.6.1</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 1.a IAW PWS paragraph 5.6.2</p>	XX	EA	\$	\$

	<p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>				
00XX	<p>Optional Task 2 IAW PWS paragraph 5.6.3</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 2.a IAW PWS paragraph 5.6.4</p> <p><i>This Optional Task may be exercised anytime during the option period one and</i></p>	XX	EA	\$	\$

	<p><i>in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>				
00XX	<p>Optional Task 3 IAW PWS paragraph 5.6.5</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 3.a IAW PWS paragraph 5.6.6</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance</i></p>	XX	EA	\$	\$

	<p><i>with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>				
00XX	<p>Optional Task 4 IAW PWS paragraph 5.6.7</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 4.a IAW PWS paragraph 5.6.8</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item.</i></p>	XX	EA	\$	\$

	<p><i>Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>				
00XX	<p>Optional Task 5 IAW PWS paragraph 5.6.9</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 5.a IAW PWS paragraph 5.6.1</p> <p><i>This Optional Task may be exercised anytime during the option period one and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless,</i></p>	XX	EA	\$	\$

	<p><i>a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>				
00XX	<p>Optional Task 6 IAW PWS paragraph 5.6.11</p> <p><i>This Optional Task may be exercised anytime during the option period one period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 1.</p>	XX	EA	\$	\$
<b>Option Period 1 Subtotal (Without Optional Tasks)</b>					
<b>Option Period 1 Total (Including Optional Tasks)</b>					\$
<b>OPTION PERIOD 2 (12-months)</b>					
<p><b>This option period may be exercised IAW FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of Option Period 1.</b></p>					
20XX	<p>Agile Delivery</p> <p>CLIN 00XX includes all program management, labor, and deliverables</p>	XX	EA	\$	\$

	<p>required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____  Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP will be 12-Months AED.</p>				
20XX	<p>TRAVEL</p> <p>Travel in accordance with PWS paragraph 4.3</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Travel Ceiling:  \$50,000.00  + Fixed Handling Rate ___%  = Travel NTE Ceiling \$ _____  (Inclusive of Government NTE travel ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
20XX	<p>MATERIALS</p> <p>Materials shall be purchased only upon receipt of approval of the COR.</p> <p>Invoicing shall be in accordance with FAR 52.232-7, "Payment under Time-and-Material and Labor Hour Contracts."</p> <p>Government Not to Exceed Ceiling:  \$250,000.00  + Fixed Handling Rate ___%  = Materials NTE Ceiling \$ _____  (Inclusive of Government NTE Material ceiling + Fixed Handling Rate)</p>	1	NTE	\$	
00XX	<p>Optional Task 1 IAW PWS paragraph 5.6.1</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p>	XX	EA	\$	\$

	<p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 21.</p>				
00XX	<p>Optional Task 1.a IAW PWS paragraph 5.6.2</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 2 IAW PWS paragraph 5.6.3</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables</p>	XX	EA	\$	\$

	<p>required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>				
00XX	<p>Optional Task 2.a IAW PWS paragraph 5.6.4</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 3 IAW PWS paragraph 5.6.5</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p>	XX	EA	\$	\$

	<p>Number of Iterations: _____  Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>				
00XX	<p>Optional Task 3.a IAW PWS paragraph 5.6.6</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____  Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 4 IAW PWS paragraph 5.6.7</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____</p>	XX	EA	\$	\$

	<p>Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>				
00XX	<p>Optional Task 4.a IAW PWS paragraph 5.6.8</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 5 IAW PWS paragraph 5.6.9</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p>	XX	EA	\$	\$

	<p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>				
00XX	<p>Optional Task 5.a IAW PWS paragraph 5.6.1</p> <p><i>This Optional Task may be exercised anytime during the option period two and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p> <p>1 EA=1 Iteration</p> <p>PoP end date will coincide with end date of option period 2.</p>	XX	EA	\$	\$
00XX	<p>Optional Task 6 IAW PWS paragraph 5.6.11</p> <p><i>This Optional Task may be exercised anytime during the option period two period of performance and in any quantity, not-to-exceed (NTE) the unit quantity in this CLIN in accordance with FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item. Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer.</i></p> <p>CLIN 00XX includes all program management, labor, and deliverables required for the successful completion of the tasks IAW the proposed PWS.</p> <p>Number of Iterations: _____ Length of each Iteration: _____</p>	XX	EA	\$	\$

	1 EA=1 Iteration				
	PoP end date will coincide with end date of option period 2.				
<b>Option Period 2 Subtotal (Without Optional Tasks)</b>					\$
<b>Option Period 2 Total (Including Optional Tasks)</b>					\$
<b>Total Task Order</b>					\$

## **B.4 PERFORMANCE WORK STATEMENT**



### **Performance Work Statement**

### **Office of Information & Technology**

### **Digital Services**

### **Veteran-facing Services Platform (VSP)**

**February 22, 2019**

**TAC-19-53762**

**PWS Version Number: 1.0**

## 1.0 BACKGROUND

Every month, over 10 million people access VA's digital tools and content. Many of these users have a frustrating experience, encountering a complicated ecosystem of websites, forms, logins, brands, and outdated tools. Additionally, the VA is responsible for many legacy systems with varied languages and environments. Every system is different and there is not consistent documentation.

To begin to address these issues, VA's Office of Information & Technology (OI&T) and Digital Service at Veterans Affairs (DSVA) built and launched Vets.gov in November 2015. Vets.gov delivered a modern digital experience that enabled Veterans to learn about, apply for, and manage their VA benefits in an effective, efficient, and compassionate manner.

By December 2016, Vets.gov became the 6th most used VA site. In building and improving Vets.gov, DSVA leveraged the advantages of cloud computing, Platform as a Service (PaaS), and Infrastructure as a Service (IaaS), as well as adopted continuous integration and continuous delivery. These various resources, combined with agile, user-centered practices, began to coalesce in a rough product development platform.

To further harmonize Veterans' digital experience, the VA began a project to consolidate the hundreds of VA websites (include Vets.gov) under one VA.gov site. As a result, a much improved VA.gov was launched on Veterans Day 2018, serving millions of visitors per month. This new digital "front door" effort is aligned with the VA's "Digital Modernization Strategy" (see Attachment D).

Concurrently with the Web Brand Consolidation effort in 2018, DSVA began experimenting with onboarding non-DSVA teams to build services through a newly designed product development platform. The core hypothesis behind these experiments was to determine whether the various technical, design, and product components of the platform were useful and sufficiently extensible for non-DSVA teams building digital services for Veterans. If this hypothesis was validated, the delivery of high-quality, user-centered digital services for Veterans would not be constrained by the number of available DSVA teams.

After completing several experiments with non-DSVA teams building on the platform, DSVA has identified several changes necessary to scale platform capacity.

First, many of VA.gov's technical components were not primarily designed and built for reuse by multiple external teams, requiring new, stack-agnostic, decoupled processes and tooling to support development of new apps.

Second, the governance and quality control responsibilities that currently fall to the platform teams are substantial. The proper execution of these responsibilities is key to delivering digital services up to VA's new standard. However, these responsibilities will need to be decoupled from the platform and transitioned to dedicated, VA-lead organizations (e.g., product line teams).

The resolution of these two conditions is the subject of future VA contracting actions and is not the purpose of this contract. The primary objectives of this contract are to: (1) provide platform operational continuity and support to DSVA and other VA teams in the near term and (2) support the VA in transitioning work to the dedicated VA teams.

## 2.0 WORKING PRINCIPLES AND DEFINITIONS

### 2.1 WORKING PRINCIPLES

The DSVA team follows the practices described in the “Digital Services Playbook” (<https://playbook.cio.gov>). Using the Digital Services Playbook, DSVA operates with a **user-centered agile delivery process** – learning from research and prototypes, using that knowledge to iteratively design and build digital applications and features for Veterans, and iteratively launching those applications and features on a daily basis.

The Contractor shall follow the same Working Principles to maintain the VSP by iteratively designing and building tools and features for the platform and launching them on a daily basis.

The Contractor shall:

- a. 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 their solutions and support.
- b. Incorporate Agile methodology and iteration ceremonies into all work, such as (but not limited to) sprint planning, daily scrum, sprint review, sprint retrospective, backlog grooming, and estimating activities.
- c. Incorporate best practices for modern user research and usability testing into all solutions.
- d. Actively involve users in the design of all solutions.
- e. Maintain a consistent look, feel, and voice across Veteran-facing Services.
- f. Whenever possible, personalize solutions for the individual using the service.
- g. Leverage existing VA sign-in systems in line with VA’s overall authentication strategy.
- h. Optimize web applications for mobile-first operation, with all solutions being equally available on both mobile and desktop.
- i. Protect user information with best-in-class security, given the constraints of the environment.
- j. Incorporate robust accessibility principles into design, development and testing for all web applications and the VSP to deliver high-quality digital experiences to users of assistive devices.
- k. Design, develop, configure, customize, deploy, and operate these solutions.
- l. Use DevOps techniques of continuous integration and continuous deployment across all environments including, at a minimum, development, staging, and production.
- m. Deliver secure, scalable, and tested modern web application designs using 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. The Contractor should strive for compliance with Test Driven Development practices.
- n. 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.
- o. Deliver all code not containing configuration or sensitive data to an open source repository per OMB Guidance M-16-21.
- p. Cultivate positive, trusting, and cooperative working relationships with the government and all other vendors supporting this work.

## 2.2 DEFINITIONS

- a. **Veteran-facing Services Platform (VSP):** The technical infrastructure and product development processes that support new development (from initial research phases through pre-launch checks) and maintenance of Veteran-facing Services for VA.gov. Technical infrastructure maintenance and development includes responsibility for the technology that supports existing Veteran-facing Services that were migrated from the [Vets.gov](#) domain to the VA.gov domain in November 2018, as well as any future Veteran-facing Services that will be available via the VA.gov domain, whether developed by Digital Services at VA or another VA team. These tasks include, but are not limited to:
- managing infrastructure, networking, and build/deploy processes with infrastructure as code;
  - managing all Authority to Operate compliance requirements;
  - maintaining a Rails-based authenticated API layer between applications and VA resources;
  - maintaining automated testing, identity and analytics services;
  - maintaining complete documentation of the VSP;
  - building and maintaining core VA.gov resources, including:
    - reusable React and Redux components (The contractor is required to use the existing Redux components and configuration that is utilized in [vets-website](#));
    - a design system based on U.S. Web Design Standards (known as Formation);
    - a forms system based on the U.S. Forms System;
    - a Drupal based content management system; and
    - a static site generator;
  - monitoring performance for all VSP applications;
  - providing targeted operation and maintenance (sustainment) support for certain VSP applications;
  - maintaining consolidated web analytics for all VSP applications;
  - The VSP facilitates the development and delivery of high quality Veteran-facing Services through a wide range of activities including but not limited to:
    - For Other VA Product Teams,
      - Supporting standardized checkpoints and reviews with teams to help them achieve quality standards that align with user-centered, agile delivery methodologies for all VSP applications;
      - onboarding and offboarding;
    - For all teams,
      - providing close support during application development
      - conducting code, design, content, analytics, and accessibility reviews;
      - conducting load testing;
      - coordinating and preparing call centers for new features
      - enforcing a common information architecture for all VSP applications;
- b. **Veteran-facing Services:** Any application, digital tool, digital form, API, digital migration, or other solution that is released (or planned to be released) on the Veteran-facing Services Platform (VSP).

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- c. **Digital Services at VA (DSVA):** The VA U.S. Digital Service team provides the overall strategic direction for the Veteran-facing Services Platform (VSP) and associated Veteran-facing Services. Manages designated Veteran-facing Services and communicates with the stakeholder community. Ensures that teams working on the VSP are aware of current priorities and will be the point of escalation to address blockers, make final technical decisions, and make prioritization decisions. Will coordinate with the COR for final acceptance and invoice payment of solutions delivered according to the Contractors' Definition of Done.
  
- d. **Other VA Product Teams:** Teams that design, build, and manage Veteran-facing Services independently of Contractor. Other VA Product Teams will coordinate and schedule with Contractor to deploy their Veteran-facing Services according to the guidelines defined for the Veteran-facing Services Platform (VSP), including DSVA-managed teams.
  
- e. **VA Contact Centers:** Support centers to which users of Veteran-facing Services are directed. These include but not limited to ID.me, VA311, HRC, VBA Call Center, and EDU Call Center.
  
- f. **Contracting Officer's Representative (COR):** Responsible for coordinating with DSVA to approve end deliverables, manage the Quality Assurance Surveillance Plan (QASP), and manage schedule and price according to the PWS. Manages contract resolution for issues that arise between DSVA and the Contractor. Manages escalation for matters beyond the scope of the COR duties to the Contracting Officer.

### **3.0 SCOPE OF WORK**

This Contractor shall support the DSVA team in the operation and administration of the Veteran-facing Services Platform (VSP) in preparation for the next generation of the VSP and in accordance with the Working Principles and Definitions provided in Section 2 above.

The Contractor(s) shall provide VA with iterations of agile software delivery. The agile delivery iterations will include product and delivery management, systems architecture, software development, user research, user experience strategy, information architecture, interaction and visual design, static and dynamic content management, content writing, DevOps, data analytics, and platform operation and management to:

- a. Operate and maintain the VSP
- b. Administer the VSP to empower other teams to build on the platform
- c. Prepare for the next generation of the VSP

### **4.0 PERFORMANCE DETAILS**

#### **4.1 PERFORMANCE PERIOD**

The period of performance for the effort shall be one 12-month Base Period with two 12-month Option Periods with Optional Tasks for additional VSP Technical Platform Operations and Maintenance, Security and Compliance, Contact Center support, Platform Administration services, and Documentation and Standards.

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

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

Under current definitions, four are set by date:

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

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

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

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

## **4.2 PLACE OF PERFORMANCE**

The Contractor will be expected to provide representation for regular, on-going interaction on-site at government facilities in the Washington, DC area (811 Vermont Ave NW, Washington, DC). Remote (i.e. at the prime or subcontractor facilities) work will be allowed and may be the primary work location for most contractor staff. The Government will provide up to 12 hoteling spaces for Contractor staff to use throughout the life of the project. Additional work may be performed at remote locations with prior concurrence from the Contracting Officer's Representative (COR).

## **4.3 TRAVEL**

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

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

## **5.0 SPECIFIC TASKS AND DELIVERABLES**

The Contractor shall maintain the VSP by iteratively designing and building tools and features for the platform and launching them on a daily basis in accordance with the Working Principles and Definitions provided in Section 2.1 above.

The Contractor shall perform the following:

## **5.1 PROJECT MANAGEMENT**

### **5.1.1 REPORTING REQUIREMENTS**

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in electronic format. These reports shall reflect data as of the last day of the preceding Month.

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall include metrics of success, delineated in 5.2.1.f below. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The report shall also include an itemized list of all Information and Communication Technology (ICT) deliverables and their current Section 508 conformance status. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

The Sprint Reports shall cover the user stories and functionality agreed upon for the sprint period. The Sprint Report shall also cover any risks and issues. Sprint Reports shall be submitted at the end of each sprint. The Contractor and the Government shall agree upon a sprint cadence during the kickoff meeting.

Prior to each Sprint, the Contractor and VA COR shall agree to a Definition of Done to be completed within the upcoming sprint(s), including any required deliverables. The Contractor shall not invoice for any iteration until and unless the COR has accepted the agreed to Definition of Done.

#### **Deliverable:**

- A. Monthly Progress Report
- B. Sprint Reports

### **5.1.2 CONTRACTOR ON-BOARDING DOCUMENTATION AND TRAINING REQUIREMENTS-PRIVACY AND HIPAA TRAINING**

The Contractor shall submit all on-boarding paperwork and documentation as required by all applicable VA onboarding requirements, including but not limited to VA Directive 0710, as well as documentation specifically requested by the COR, to ensure the timely on-boarding of contractor staff. Additionally, the Contractor shall submit all required TMS training certificates of completion for VA Privacy and Information Security Awareness and Rules of Behavior and Health Insurance Portability and Accountability Act (HIPAA) training, and provide signed copies of the Contractor Rules of Behavior in accordance with Section 9, Training, from Appendix C of the VA Handbook 6500.6, "Contract Security".

#### **Deliverables:**

- A. VA Privacy and Information Security Awareness and Rules of Behavior Training Certificate

## **5.2 OPERATE AND MAINTAIN THE VETERAN-FACING SERVICES PLATFORM (VSP)**

The VSP will support teams across the VA to develop and deploy Veteran-facing Services. The Contractor shall operate and maintain the platform, including operating the functionality of the VSP,

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ensuring security and operational compliance, and supporting shared services across the VSP including analytics, call center support, and authentication management.

Except as otherwise noted, “Veteran-facing Services” in Section 5 includes:

1. Existing Veteran-facing Services currently in production on the VSP, and
2. New Veteran-facing Services built by Other VA Product Teams.

## **5.2.1 VSP TECHNICAL OPERATIONS AND MAINTENANCE**

The Contractor shall oversee the functional operation of the platform, adapt the VSP to accommodate volume trends projected for the Veteran-facing Services, and maintain VSP integrations with VA systems.

In the Base Period the Contractor shall be responsible for all tasks listed below. In each Option Period, the Contractor shall be responsible for all tasks listed below with the exception of tasks 5.2.1(r), 5.2.1(s), and 5.2.1(t) which shall be Optional Tasks. In addition, all tasks listed below can also be exercised as optional tasks for the base and option periods.

- a. Maintain the VSP infrastructure as code (IaC) and operate IaC best practices.
- b. Ensure all code is tested at the unit, functional, and integration level prior to release into the production environment.
  - i. For functionality held within a particular Veteran-facing Service built by DSVA or Other VA Product Teams, VSP is responsible for reviewing the test plan for and results of unit, functional, and integration tests defined by the Product Team.
  - ii. For functionality held within the VSP itself, VSP is responsible for reviewing the results of unit, functional, and integration tests that are defined by VSP but run by the Other VA Product Team.
- c. Maintain multiple pre-production environments where Veteran-facing Services can be released.
- d. Maintain automated pipelines that execute unit, functional, and accessibility tests as part of the code review process.
- e. Maintain automated pipelines that deploy reviewed code to all environments.
- f. The Offeror shall meet all applicable security regulations for all deployments, regardless of cadence. Under current security and compliance posture, this does not include daily WASA scans. The Offeror will work closely with all VA security and compliance teams.
- g. Ensure that monitoring and alerting exists for new and existing Veteran-facing Services to ensure compliance with industry-standard uptime numbers.
- h. Maintain the VSP to be able to scale to support the 20+ million Veterans, their family members, caregivers, and other community supporters. In practice, this means supporting tens of thousands of requests per second with the 90th percentile of server response times under 100ms, and the 90th percentile of end user full page load time under 5 seconds. VA will provide detailed SLAs after award.
  - i. Administer dynamic web scaling techniques to ensure enough servers to meet capacity and reduce the number of idle resources.
  - j. Monitor and improve existing authentication workflows for Veteran-facing Services.
  - k. Maintain integration protocols between VSP and VA legacy systems.
  - l. Maintain a catalog of the VA legacy systems used by each Veteran-facing Service.

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- m. Monitor VSP dependencies for service disruption and alert the appropriate team(s) responsible for the affected Veteran-facing Services.
- n. Track certificate package expirations and administer updates for connections between VSP and VA legacy systems.
- o. Manage VSP-centric utilities, such as credential managers, that are offered to Veteran-facing Services.
- p. Provide support to Veteran-facing Services to better leverage cloud technologies available in the VSP.
- q. Provide technical and non-technical support, including transitional support, to the DSVAs team(s) developing the next generation VSP and governance program.
- r. Investigate and, with DSVAs approval, enable VA Enterprise Cloud (VAEC) features that would benefit Veteran-facing Services.
- s. Develop automated reporting tools (such as a dashboard) for DSVAs and VA leadership to demonstrate metrics of success including but not limited to compliance with error rates, test coverage, operating status, uptime, and build quality. Upon request, produce other analytics reporting materials to support presentations by DSVAs to VA leadership.
- t. Create and maintain a platform Configuration Management Plan that includes the Contractor's approach to configuring and scaling environments using load balancers, using a Content Delivery Network (CDN) and caching, and other techniques to ensure uptime.
- u. The Contractor may be responsible for minor improvements to Veteran-facing Services currently in production on the VSP, but significant enhancements (i.e. adding new features) are expected to be carried out by DSVAs or Other VA Product Teams.

### **Deliverables:**

- A. Stable pre-production environments
- B. Automated pipelines
- C. Monitoring and alerting system

### **5.2.2 SECURITY AND COMPLIANCE:**

The Contractor shall ensure the continual monitoring, compliance, and security for the Veteran-facing Services Platform. Note, all applications currently on the VSP in production have achieved an Authority to Operate (ATO) or are covered by an existing ATO.

In the Base Period the Contractor shall be responsible for all tasks listed below. In each Option Period, the Contractor shall be responsible for all tasks listed below with the exception of tasks 5.2.2(e) and 5.2.2(f) which shall be Optional Tasks. In addition, all tasks listed below can also be exercised as optional tasks for the base and option periods.

- a. Provide technical documentation support for the VSP Authority to Operate (ATO).
- b. Collect appropriate information from teams developing (or enhancing) Veteran-facing Services in order to update the ATO (if needed) prior to releasing a new (or enhanced) Veteran-facing Services into production such as risk assessments, system security plans, incident response plans, disaster recovery plans, privacy impact assessments, and privacy threshold analyses.
- c. Support teams building Veteran-facing Services in securing those Services in accordance with applicable VA system security policies by validating and reporting on compliance,

- performing appropriate security audits, and identifying appropriate teams responsible for mitigation.
- d. Create Data, Security, and Integration Architecture Diagrams, and update as necessary throughout the Period of Performance.
  - e. Create and maintain the Digital Analytics Program (DAP) and Hypertext Transfer Protocol Secure (HTTPS) compliance tools for Veteran-facing Services prior to release on the VSP.
  - f. Support teams building Veteran-facing Services in complying with DAP and HTTPS policies.

**Deliverables:**

- A. ATO Documentation
- B. Data, Security, and Integration Architecture Diagrams
- C. Security Audit Results

**5.2.3 CONTACT CENTER SUPPORT:**

The Contractor shall ensure the monitoring of important feedback channels including call centers and web analytics, support the routine analytics which underpin content, design, product strategy, and development for all Veteran-facing Services, and collaborate with VA's Contact Centers. The Contractor is responsible for Contact Center support and monitoring of Veteran-facing Services built on the VSP.

In the Base Period the Contractor shall be responsible for all tasks listed below. In each Option Period, the Contractor shall be responsible for all tasks listed below with the exception of tasks 5.2.3(f) and 5.2.3(g) which shall be Optional Tasks. In addition, all tasks listed below can also be exercised as optional tasks for the base and option periods.

- a. Provide expert support for analytics on the VSP including the planning, instrumentation, collection, monitoring, analysis, and reporting of web analytics and customer experience analytics. These analytics shall be used to assess outcomes for end-users and inform product decision-making for all teams working on the platform.
- b. Collaborate with Veteran-facing Service teams and VA's Contact Centers (e.g. ID.me, VA311, HRC, VBA Call Center, EDU Call Center) to make updates to Contact Center scripts, as well as coordinate demos of Veteran-facing Services to VA's Contact Centers.
- c. Collaborate with the Veteran-facing Service teams and VA's Contact Centers to monitor and track the specific nature and trends of Veteran concerns for Veteran-facing Services. Metrics may include volume, timing of issues, specifics of issue, necessary information to recreate issue (such as type of account, location, browser, device used), and solution offered. Monitor metrics and send suggestions for product, design, and engineering improvements to Veteran-facing Services to DSVA. In collaboration with DSVA, prioritize suggestions for implementation.
- d. Provide Tier 2/3 support as necessary to resolve platform-originated bugs/issues discovered on the VSP. However, if bugs/issues originate from Veteran-facing services built or maintained by other VA teams Tier 2/3 support will not be required under this contract. Tier 2 Support is comprised of technicians experienced and knowledgeable about the Veteran-facing Services Platform that can assist end-users to resolve problems. Tier 3 Support is comprised of developers and engineers that analyze technical problems and define root causes. The Contractor shall expect to triage approximately 60 Tier 2/3 calls per day, however more calls may be experienced when there are issues with VA legacy systems.

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- e. While Other VA Product Teams are expected to create guides and demos for VA's Contact Centers for their products built on VSP, the Contractor is expected to facilitate communication with the Contact Centers and, if issues present, work with the other VA Product Teams and the Contact Centers to reach resolution.
- f. Maintain a dashboard of VSP call center metrics that will be visible to Veterans-facing Services teams.
- g. Collaborate with Veteran-facing Service teams to ensure that additional health metrics required by the services are tracked on the dashboard of VSP health metrics.

**Deliverable:**

- A. Contact Center Collaboration Script Updates, Demos
- B. T2/3 Support Reports
- C. Call Center Metrics Report

### **5.3 ADMINISTER THE VSP**

The VSP will support teams across the VA to develop and deploy Veteran-facing Services. The Contractor shall administer the platform, including managing approvals for Veteran-facing Services, providing documentation about the platform for teams responsible for Veteran-facing services, establishing standards for documentation and process for teams building on the platform, and troubleshooting and supporting problem resolution across the platform.

#### **5.3.1 VSP ADMINISTRATION:**

With DSVA guidance and input, the Contractor shall administer the VSP through a continuous review process that the Contractor shall apply to all Veteran-facing Services throughout their development (or enhancement) lifecycle and prior to being released into production on the VSP. The Contractor shall continuously review, report on, and support all Veteran-facing Services to support the Veteran-facing Services application owner in ensuring those applications are reliable, perform as expected, do not adversely affect the VSP, and are compatible with established user experience, design, accessibility, open source/reuse, and security standards.

*[For reference, see the existing guidelines and review process at VA Digital Service Handbook (<https://department-of-veterans-affairs.github.io/va-digital-service-handbook/>).]*

To maintain consistent standards and practices, the Contractor shall apply the same review process to the work of all teams working on Veteran-facing Services (Contractor, DSVA, or Other VA Product Teams).

In the Base Period the Contractor shall be responsible for all tasks listed below. In each Option Period, the Contractor shall be responsible for all tasks listed below with the exception of tasks 5.3.1(h) and 5.3.1(i) which shall be Optional Tasks. In addition, all tasks listed below can also be exercised as optional tasks for the base and option periods.

- a. Maintain the guidelines in a public website and source code repository.
- b. Regularly collect feedback from teams working on Veteran-facing Services and adapt the guidelines as appropriate.
- c. Provide support to all teams working on Veteran-facing Services to understand the guidelines before beginning (and during) their work through kickoff meetings and checkpoint reviews.

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- d. Manage checkpoint meetings with teams working on Veteran-facing Services, including scheduling, facilitation, and follow-up to support VA Product Teams in following the process and that quality is met, including research and discovery, prototype, and build and test.
- e. Serve as platform developer subject matter expert to all teams working on Veteran-facing Services.
- f. Collaborate with DSVA to manage the review and approval process and notify the Product Owner (or COR) if a Veteran-facing Service fails to meet the review guidelines or standards.
- g. Provide technical and non-technical support, including transitional support, to the DSVA team(s) developing the next generation VSP and governance program.
- h. Work with DSVA to establish an intake process for Other VA Product Teams building on the VSP.
- i. In concert with, and approval from, DSVA, develop and administer guidelines that provide all teams building on the VSP with a consistent user-centered agile delivery methodology for creating (or enhancing) Veteran-facing Services. Key components of these guidelines shall include (but are not limited to) standards all teams must meet at each stage of the development or enhancement lifecycle, best practices for user-centered design and user research, compliance with established design standards, testing (accessibility, load, security, functionality, integration, etc.), code review, analytics, and so forth.

**Deliverables:**

- A. Website and Source Code Repository
- B. VSP User Feedback Reports
- C. Kickoff, Checkpoint, and Review Meeting Reports

**5.3.2 DOCUMENTATION AND STANDARDS:**

With DSVA guidance and input, the Contractor shall establish and document standards for coding practices, VSP architecture, design standards, and content style.

In the Base Period the Contractor shall be responsible for all tasks listed below. In each Option Period, the Contractor shall be responsible for all tasks listed below with the exception of tasks 5.3.2(i), 5.3.2(j), and 5.3.2(k) which shall be Optional Tasks. In addition, all tasks listed below can also be exercised as optional tasks for the base and option periods.

- a. Document the VSP architecture, including iteratively updating the documentation to best support understanding by Veteran-facing Services.
- b. Maintain design standards via the VA Design System (Formation) in a public website and source code repository. Including regular updates to design elements, implementation documentation, and versioned releases. For reference: <https://department-of-veterans-affairs.github.io/design-system/>
- c. Regularly collect feedback from teams working on Veteran-facing Services and modify the guidelines as needed in response to that feedback.
- d. Provide advice on Search Engine Optimization (SEO) strategy to content writers and editors on all teams working on Veteran-facing Services.
- e. Provide input on designs to facilitate analytics and SEO to all teams working on Veteran-facing Services.

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- f. Support front-end and back-end engineers on all teams working on Veteran-facing Services to add appropriate metadata and tagging.
- g. Meet with VA Product Teams to provide the standards to the teams working on Veteran-facing Services in order for them to understand the standards before beginning (and during) their work.
- h. Provide technical and non-technical support, including transitional support, to the DSVA team(s) developing the next generation VSP and governance program.
- i. Establish and maintain coding standards, including enforcement via tooling, testing, and code reviews. Currently, all Veteran Facing Applications in production on the VSP meet the coding standards found at <https://designsystem.digital.gov/> and <https://department-of-veterans-affairs.github.io/design-system/index.html>
- j. Create and maintain a web-based working content style guide for the Veteran-facing Service Platform in a public website and source code repository. The content for this “Consolidated VA.gov Content Style Guide” is currently in development by a VA working group.
- k. Establish standards and conventions for use of GitHub for all teams working on Veteran-facing Services, including naming standards for repositories, templates for GitHub documents, and other documentation.

**Deliverables:**

- A. VSP Architectures
- B. VA Design Standards
- C. VSP User Feedback Reports
- D. Content Style Guide
- E. Websites and Source Code Repositories

### **5.3.3 TRIAGE AND PROBLEM RESOLUTION**

The Contractor shall be responsible for identifying and triaging VSP issues that affect Veteran-facing Services.

The Contractor is responsible for supporting the identification and escalation of problems, but **not** for prioritization or resolution of problems originating with Veteran-facing Services built on the VSP by other Contractors or DSVA. Each team that builds a Veteran-facing Service is responsible for their own application- and feature-specific triage and problem resolution.

In the Base Period and any Option Period the Contractor shall be responsible for all tasks listed below.

- a. Establish processes that enable DSVA or Other VA Product Teams to monitor their own Veteran-facing Services in order to identify, triage, and resolve problems.
- b. Monitor the VSP and identify when platform-wide issues are impacting (or could impact) a Veteran-facing Service and notify the appropriate Product Owner.
- c. Serve as site reliability engineering and DevOps subject matter experts to government platforms that provide services to the VSP and help them triage downed services that affect the VSP.

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- d. If found in the course of other work, communicate concerns noticed in Veteran-facing Services built by Other VA Product Teams. The Other VA Product Team is responsible for following up, triaging, and resolving the problem.
- e. Regularly collect feedback from DSVA and Other VA Product Teams about platform performance and operations. The Contractor shall use that feedback to improve the VSP (see section 5.2).
- f. Monitor that the computing resources burden of individual Veterans-facing Services do not exceed a reasonable range and notify the COR when the resource burden increases beyond a reasonable level.

**Deliverables:**

- A. VFS Monitoring Processes
- B. VFS Monitoring Reports

## **5.4 VSP PROJECT TOOLS**

The Contractor shall operate in multi-vendor environments where the Contractor may not own the system design and may not be able to modify system architecture.

The Contractor shall provide additional project tools as necessary and as determined in consultation with the Government. Examples include, but are not limited to: content management tools, team collaboration and meeting tools, prototyping tools, user story development, and user feedback tools. Any tools purchased under this contract shall be considered Other Direct Costs (ODCs), will be reimbursed on a Time & Materials basis, and must be approved by the VA COR prior to purchase. The Contractor shall use modern and commercial quality tools and those tools should be open source whenever possible. All tools must be included under the Contractor's Federal Supply Schedule and must not be open market items.

**Deliverables:**

- A. Project Tools

## **5.5 IMPROVE THE PLATFORM**

DSVA anticipates the need to adapt and refine the VSP as additional Veteran-facing Services are added to the platform.

In consultation with DSVA, the Contractor shall support DSVA in conducting research related improvements to VSP, including developing prototypes of potential improvements, creating a product plan and backlog for those improvements, and building and deploying those improvements.

In the Base Period the Contractor shall be responsible for all tasks listed below. All tasks listed below can also be exercised as optional tasks for the base period. In any Option Period all tasks listed below shall be Optional Tasks.

- a. Upgrading frameworks used in the VSP
- b. Propose and develop a Veteran-facing Services System Development Kit (SDK), with accompanying developer documentation
- c. Adopting proven web containerization strategies
- d. Refining web scaling strategies with respect to cloud computing costs

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- e. Developing solutions such as forward proxies and caching layers within the VSP to handle traffic with VA legacy systems
- f. Customizing proxies to reduce latency

All scoping for improvement activities will be provided at the request of the Program Manager or COR. The Contractor will not operate independently to determine improvement projects that will be developed, and all projects supported by this PWS must be approved in advance by the VA COR.

### **Deliverables:**

- A. VSP Project Plan/Backlog
- B. VSP Improvements
- C. VFS SDK

## **5.6 OPTIONAL TASKS**

- 5.6.1** Optional Task 1 – Platform Operations and Maintenance: Upon execution of this optional task, the contractor shall provide all services within section 5.2.1 above for VSP Technical Operations and Maintenance services for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.2.1 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.2** Optional Task 1.a. – Upon execution of this optional task, the contractor shall provide all services within section 5.2.1(r), 5.2.1(s) and 5.2.1(t) above for VSP Technical Operations and Maintenance services for each Option Period. All Deliverables associated with paragraphs 5.2.1 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.3** Optional Task 2 – Security and Compliance: Upon execution of this optional task, the contractor shall provide all services within section 5.2.2 above for Security and Compliance for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.2.2 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.4** Optional Task 2.a – Upon execution of this optional task, the contractor shall provide all services within section 5.2.2(e) and 5.2.2(f) above for Security and Compliance for each Option Period. All Deliverables associated with paragraphs 5.2.2 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.5** Optional Task 3 – Contact Center Support: Upon execution of this optional task, the contractor shall provide all services within section 5.2.3 above for Contact Center support for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.2.3 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.6** Optional Task 3.a – Upon execution of this optional task, the contractor shall provide all services within section 5.2.3(f), 5.2.3(g) above for Contact Center Support for each Option Period. All Deliverables associated with paragraphs 5.2.3 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.

- 5.6.7** Optional Task 4 – Platform Administration: Upon execution of this optional task, the contractor shall provide all services within section 5.3.1 above for Platform Administration services for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.3.1 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.8** Optional Task 4.a – Upon execution of this optional task, the contractor shall provide all services within section 5.3.1(h) and 5.3.1(i) above for Platform Administration services for each Option Period. All Deliverables associated with paragraphs 5.3.1 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.9** Optional Task 5 – Documentation and Standards: Upon execution of this optional task, the contractor shall provide all services within section 5.3.2 above for Documentation and Standards for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.3.2 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.10** Optional Task 5.a – Upon execution of this optional task, the contractor shall provide all services within sections 5.3.2(i), 5.3.2(j) and 5.3.2(k) above for Documentation and Standards for each Option Period. All Deliverables associated with paragraphs 5.3.2 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.
- 5.6.11** Optional Task 6 – Improve the Platform: Upon execution of this optional task, the contractor shall provide all services within section 5.5 above for Improve the Platform for the Base Period and each Option Period. All Deliverables associated with paragraphs 5.5 above shall also apply to any Optional Tasks exercised under this paragraph. This optional task may be exercised, up to the number of times listed in the Schedule of Deliverables, per period of performance.

## **6.0 GENERAL REQUIREMENTS**

### **6.1 ENTERPRISE AND IT FRAMEWORK**

#### **6.1.1 VA TECHNICAL REFERENCE MODEL**

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T Technical Reference Model (VA TRM). The VA TRM is one component within the overall Enterprise Architecture (EA) that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain

enterprise applications. Moreover, the VA TRM, which includes the Standards Profile and Product List, serves as a VA technology roadmap and tool for supporting OI&T. Architecture & Engineering Services (AES) has overall responsibility for the VA TRM.

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

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

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

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

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

1. Automated provisioning and are able to use enterprise provisioning service.
2. Interfacing with VA’s Master Veteran Index (MVI) to provision identity attributes, if the solution relies on VA user identities. MVI is the authoritative source for VA user identity data.
3. The VA defined unique identity (Secure Identifier [SEC ID] / Integrated Control Number [ICN]).
4. Multiple authenticators for a given identity and authenticators at every Authenticator Assurance Level (AAL) appropriate for the solution.
5. Identity proofing for each Identity Assurance Level (IAL) appropriate for the solution.
6. Federation for each Federation Assurance Level (FAL) appropriate for the solution, if applicable.
7. Two-factor authentication (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. <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4846>

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

### **6.1.3 INTERNET PROTOCOL VERSION 6 (IPV6)**

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directives issued by the Office of Management and Budget (OMB) on August 2, 2005 (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-22.pdf>) and September 28, 2010 ([https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov\\_docs/transition-to-ipv6.pdf](https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/egov_docs/transition-to-ipv6.pdf)). IPv6 technology, in accordance with the USGv6 Profile, NIST Special Publication (SP) 500-267 (<https://www.nist.gov/programs-projects/usgv6-technical-basis-next-generation-internet>), the Technical Infrastructure for USGv6 Adoption (<http://www-x.antd.nist.gov/usgv6/index.html>), and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>) shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. In addition to the above requirements, all devices shall support native IPv6 and/or dual stack (IPv6 / IPv4) connectivity without additional memory or other resources being provided by the Government, so that they can function in a mixed environment. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 and/or dual stack (IPv6/IPv4) users and all internal infrastructure and applications shall communicate using native IPv6 and/or dual stack (IPv6/IPv4) operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services in dual stack solutions, in addition to OMB/VA memoranda, can be found at: <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

### **6.1.4 TRUSTED INTERNET CONNECTION (TIC)**

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M08-05 mandating Trusted Internet Connections (TIC) (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-05.pdf>), M08-23 mandating Domain Name System Security (NSSEC) (<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-23.pdf>), and shall comply with the Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.2 [https://www.dhs.gov/sites/default/files/publications/TIC\\_Ref\\_Arch\\_v2.2\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/TIC_Ref_Arch_v2.2_2017.pdf).

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

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

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#### **Position Sensitivity and Background Investigation Requirements by Task**

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

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

### 6.1.6 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

**Contractor Responsibilities:**

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the PAL template artifact. The Contractor Staff Roster shall contain the Contractor’s Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- c. The Contractor should coordinate with the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized. The Contractor shall bring their completed Security and Investigations Center (SIC) Fingerprint request form with them (see paragraph d.4. below) when getting fingerprints taken.
- d. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
  - 1) Optional Form 306
  - 2) Self-Certification of Continuous Service

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- 3) VA Form 0710
- 4) Completed SIC Fingerprint Request Form
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- f. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via e-QIP).
- g. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- h. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC), completed training delineated in VA Handbook 6500.6 (Appendix C, Section 9), signed "Contractor Rules of Behavior", and with a valid, operational PIV credential for PIV-only logical access to VA's network. A PIV card credential can be issued once your SAC has been favorably adjudicated and your background investigation has been scheduled by OPM. However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of OPM.
- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

**Deliverable:**

- A. Contractor Staff Roster

## **6.1.7 AUTHORITATIVE DATA SOURCES**

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

1. Interfacing with VA's Master Veteran Index (MVI) to provision identity attributes, if the solution relies on VA user identities. MVI is the authoritative source for VA user identity data.
2. Interfacing with Capital Asset Inventory (CAI) to conduct real property record management actions, if the solution relies on real property records data. CAI is the authoritative source for VA real property record management data.
3. Interfacing with electronic Contract Management System (eCMS) for access to contract, contract line item, purchase requisition, offering vendor and vendor, and solicitation information above the micro-purchase threshold, if the solution relies on procurement data. ECMS is the authoritative source for VA procurement actions data.
4. Interfacing with HRSmart Human Resources Information System to conduct personnel action processing, on-boarding, benefits management, and compensation management, if the solution relies on personnel data. HRSmart is the authoritative source for VA personnel information data.
5. Interfacing with Vet360 to access personal contact information, if the solution relies on VA Veteran personal contact information data. Vet360 is the authoritative source for VA Veteran Personal Contact Data.
6. Interfacing with VA/Department of Defense (DoD) Identity Repository (VADIR) for determining eligibility for VA benefits under Title 38, if the solution relies on qualifying active duty military service data. VADIR is the authoritative source for Qualifying Active Duty military service in the VA.

## **6.2 METHOD AND DISTRIBUTION OF DELIVERABLES**

The Contractor shall deliver documentation in a reasonable electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic formats include modern word processing, spreadsheet, and presentation files, in both native and PDF formats. Most internal documentation will be stored as markdown files in GitHub.

## **6.3 PERFORMANCE METRICS**

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

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Performance Objective	Performance Standard	Acceptable Levels of Performance
A. Technical / Quality of Product or Service	<ol style="list-style-type: none"> <li>1. Demonstrates understanding of requirements</li> <li>2. Efficient and effective in meeting requirements</li> <li>3. Meets technical needs and mission requirements</li> <li>4. Provides quality services/products</li> <li>5. Satisfies all SLAs</li> </ol>	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none"> <li>1. Established milestones and project dates are met</li> <li>2. Products completed, reviewed, delivered in accordance with the established schedule</li> <li>3. Notifies customer in advance of potential problems</li> </ol>	Satisfactory or higher
C. Cost & Staffing	<ol style="list-style-type: none"> <li>1. Currency of expertise and staffing levels appropriate</li> <li>2. Personnel possess necessary knowledge, skills and abilities to perform tasks</li> </ol>	Satisfactory or higher
D. Management	<ol style="list-style-type: none"> <li>1. Integration and coordination of all activities to execute effort</li> </ol>	Satisfactory or higher

The COR will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment will be used by the COR in accordance with the QASP to assess Contractor performance.

#### **6.4 FACILITY/RESOURCE PROVISIONS**

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

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

VA 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 the Attachments listed in Section D as well as Addendum A and Addendum B.

## **6.5 GOVERNMENT FURNISHED EQUIPMENT**

The Government has determined that remote access solutions involving Citrix Access Gateway (CAG) have proven to be a satisfactory access method to complete the tasks on this specific contract in most situations as the majority of tools are cloud based solutions and do not require network access. This solution allows for the use of alternative equipment such as Apple products if preferred. The Government will provide GFE for the limited situations of Contractors requiring direct access to the network to access development environments and install, configure and run TRM-approved software and tools.

The Government also understands that GFE is limited to Contractors requiring direct access to the network to: access development environments; install, configure and run TRM-approved software and tools (e.g., Oracle, Fortify, Eclipse, SoapUI, WebLogic, LoadRunner, etc.); upload/download/ manipulate code, run scripts, apply patches, etc.; configure and change system settings; check logs, troubleshoot/debug, and test/QA.

Based on the Government assessment of remote access solutions and the requirements of this contract, the Government estimates that the following GFE will be required by this contract:

### **1. Up to 20 GFE laptops**

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

## 7.0 APPLICABLE DOCUMENTS

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

1. “Federal Information Security Modernization Act of 2014”
2. Federal Information Processing Standards (FIPS) Publication 140-2, “Security Requirements For Cryptographic Modules”
3. FIPS Pub 199. Standards for Security Categorization of Federal Information and Information Systems, February 2004
4. FIPS Pub 200, Minimum Security Requirements for Federal Information and Information Systems, March 2016
5. FIPS Pub 201-2, “Personal Identity Verification of Federal Employees and Contractors,” August 2013
6. 5 U.S.C. § 552a, as amended, “The Privacy Act of 1974”
7. Public Law 109-461, Veterans Benefits, Health Care, and Information Technology Act of 2006, Title IX, Information Security Matters
8. 42 U.S.C. § 2000d “Title VI of the Civil Rights Act of 1964”
9. VA Handbook 0710, Personnel Security and Suitability Security Program, May 2, 2016, <http://www.va.gov/vapubs>
10. VA Directive and Handbook 6102, “Internet/Intranet Services,” July 15, 2008
11. 36 C.F.R. Part 1194 “Electronic and Information Technology Accessibility Standards,” July 1, 2003
12. Office of Management and Budget (OMB) Circular A-130, “Managing Federal Information as a Strategic Resource,” July 28, 2016
13. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
14. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998, January 18, 2017
15. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
16. VA Directive 6500, “Managing Information Security Risk: VA Information Security Program,” September 20, 2012
17. VA Handbook 6500, “Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program,” March 10, 2015
18. VA Handbook 6500.1, “Electronic Media Sanitization,” November 03, 2008
19. VA Handbook 6500.2, “Management of Breaches Involving Sensitive Personal Information (SPI),” July 28, 2016
20. VA Handbook 6500.3, “Assessment, Authorization, And Continuous Monitoring Of VA Information Systems,” February 3, 2014
21. VA Handbook 6500.5, “Incorporating Security and Privacy in System Development Lifecycle”, March 22, 2010
22. VA Handbook 6500.6, “Contract Security,” March 12, 2010
23. VA Handbook 6500.8, “Information System Contingency Planning”, April 6, 2011
24. OI&T Process Asset Library (PAL), <https://www.va.gov/process/> . Reference Process Maps at <https://www.va.gov/process/maps.asp> and Artifact templates at <https://www.va.gov/process/artifacts.asp>
25. One-VA Technical Reference Model (TRM) (reference at <https://www.va.gov/trm/TRMHomePage.aspx>)

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26. VA Directive 6508, "Implementation of Privacy Threshold Analysis and Privacy Impact Assessment," October 15, 2014
27. VA Handbook 6508.1, "Procedures for Privacy Threshold Analysis and Privacy Impact Assessment," July 30, 2015
28. VA Handbook 6510, "VA Identity and Access Management", January 15, 2016
29. VA Directive 6300, Records and Information Management, February 26, 2009
30. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
31. NIST SP 800-37, Rev 1, Guide for Applying the Risk Management Framework to Federal Information Systems: a Security Life Cycle Approach, June 5, 2014
32. NIST SP 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations, January 22, 2015
33. OMB Memorandum, "Transition to IPv6", September 28, 2010
34. VA Directive 0735, Homeland Security Presidential Directive 12 (HSPD-12) Program, October 26, 2015
35. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
36. OMB Memorandum 04-04, E-Authentication Guidance for Federal Agencies, December 16, 2003
37. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
38. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
39. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
40. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
41. NIST SP 800-116 Rev 1, Guidelines for the Use of Personal Identity Verification (PIV) Credentials in Facility Access, June 2018
42. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
43. NIST SP 800-63-3, 800-63A, 800-63B, 800-63C, Digital Identity Guidelines, June 2017
44. NIST SP 800-157, Guidelines for Derived PIV Credentials, December 2014
45. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
46. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
47. VA Memorandum "Mandate to meet PIV Requirements for New and Existing Systems" (VAIQ# 7712300), June 30, 2015, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4846>
48. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.2, Federal Interagency Technical Reference Architectures, Department of Homeland Security, June 19, 2017, [https://www.dhs.gov/sites/default/files/publications/TIC\\_Ref\\_Arch\\_v2.2\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/TIC_Ref_Arch_v2.2_2017.pdf)

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49. OMB Memorandum M-08-05, "Implementation of Trusted Internet Connections (TIC), November 20, 2007
50. Office of Information Security (OIS) VAIQ #7424808 Memorandum, "Remote Access", January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
51. VA Memorandum, "Implementation of Federal Personal Identity Verification (PIV) Credentials for Federal and Contractor Access to VA IT Systems", (VAIQ# 7614373) July 9, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
52. VA Memorandum "Mandatory Use of PIV Multifactor Authentication to VA Information System" (VAIQ# 7613595), June 30, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
53. VA Memorandum "Mandatory Use of PIV Multifactor Authentication for Users with Elevated Privileges" (VAIQ# 7613597), June 30, 2015; <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
54. "Veteran Focused Integration Process (VIP) Guide 3.1", April 2018, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>
55. "VIP Release Process Guide", Version 1.4, May 2016, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4411>
56. VA Memorandum "Use of Personal Email (VAIQ #7581492)", April 24, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
  
57. API Best Practices
  - a. 18 F API Standards (<https://github.com/18F/api-standards>)
  - b. WH API Standards <https://github.com/WhiteHouse/api-standards>
58. Building Twelve-Factor App (<https://12factor.net/>).
59. Experience with incorporating and using open source technologies (<https://sourcecode.cio.gov/OSS/>).
60. The Agile Manifesto (<http://www.agilemanifesto.org/>)
61. The U.S. Digital Services Playbook (<https://playbook.cio.gov/>)
62. The Techfar Hub (<https://techfarhub.cio.gov/>)
63. Executive Order 13834, "Efficient Federal Operations", dated May 17, 2018
64. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001

## **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 to gain access.

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

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

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

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

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

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

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

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

#### **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 CO will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA CO for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public

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entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.

4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA CO.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
  - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
  - b. Controlled access to system and security software and documentation.
  - c. Recording, monitoring, and control of passwords and privileges.
  - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
  - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
  - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
  - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
  - h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

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

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13834, “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](http://www.energystar.gov/products) (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at [https://www4.eere.energy.gov/femp/requirements/laws\\_and\\_requirements/energy\\_star\\_and\\_femp\\_designated\\_products\\_procurement\\_requirements](https://www4.eere.energy.gov/femp/requirements/laws_and_requirements/energy_star_and_femp_designated_products_procurement_requirements) . The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at [www.epeat.net](http://www.epeat.net). At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

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

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

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

## **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

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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 7 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;

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 based upon the severity of the incident.

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 based upon the requirements identified within the contract.

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**

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 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 #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.

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 FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.245-1	GOVERNMENT PROPERTY	JAN 2017

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at any time during the period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

#### **C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within before the contract expires.

#### **C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of Clause)

#### **C.6 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-O0003)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition.* As used in this clause—

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Agreement.* By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

### **C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)**

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

(End of Clause)

### **C.8 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)**

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

(1) Means a small business concern:

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

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

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

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

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

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

(b) General.

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

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

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

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

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

(End of Clause)

## **C.9 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE (JUL 2018) (DEVIATION)**

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

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

(c) All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the Contractor’s business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## **C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)**

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

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

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

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

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

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

(End of Clause)

### **C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

ATTACHMENT A - VETERAN-FACING SERVICES CURRENTLY IN PRODUCTION ENVIRONMENT.

ATTACHMENT B - VETERAN-FACING SERVICES PLATFORM ARCHITECTURE.

ATTACHMENT C - LINKS TO PUBLIC REPOS FOR VETS.GOV.

ATTACHMENT D - VA DIGITAL MODERNIZATION STRATEGY.

ATTACHMENT E – AGILE ESTIMATOR

## SECTION E - SOLICITATION PROVISIONS

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

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-12	CERTIFICATION REGARDING TAX MATTERS	FEB 2016
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007
52.217-5	EVALUATION OF OPTIONS	JUL 1990

### E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Hybrid Firm-Fixed-Price and Time & Materials task order resulting from this solicitation.

(End of Provision)

### E.3 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

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

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

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

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

(End of Provision)

#### **E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (SEP 2018)**

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

- (1) Include the name, address, fax number, email and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

#### **E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (SEP 2018)**

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: [EDProtests@va.gov](mailto:EDProtests@va.gov).

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

## **E.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

## **E.7 BASIS FOR AWARD AND PROPOSAL INSTRUCTIONS**

### **A. BASIS FOR AWARD**

Any award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three following evaluation Factors: Technical Factor 1 Case Study Submission, Technical Factor 2 Written Technical Solution and In-Person Technical Demonstration (ITD), and Price. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for Technical Factor 2. Technical Factor 2 is more important than Technical Factor 1 which is significantly more important than the Price Factor. Offerors are cautioned that any resulting award may not necessarily be made to the lowest Price offered or the most highly rated Technical proposal.

### **B. FACTORS TO BE EVALUATED**

1. TECHNICAL FACTOR 1 - CASE STUDY SUBMISSION
2. TECHNICAL FACTOR 2 - WRITTEN TECHNICAL SOLUTION AND ITD
3. FACTOR 3 - PRICE

### **C. EVALUATION APPROACH**

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

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

**TECHNICAL FACTOR 1: CASE STUDY SUBMISSION.** 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).

After the Government completes evaluation of each Technical Factor 1 Case Study Submission, the highest rated Offerors will receive an advisory notification advising them to proceed to

Technical Factor 2. The notification will include the due date for the Written Technical Volume and the date, time and address for the ITD. Lower rated Offerors will be advised they are unlikely to be viable competitors, along with the general basis for that opinion. 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. Offerors who elect to continue their participation shall have 24 hours to provide notification to VA of their intention after which they will be provided the due date for the Written Technical Solution and the date, time and address for the ITD. The Government does not intend to provide a brief explanation of the basis for its advisement after the completion of Technical Factor 1.

TECHNICAL FACTOR 2: WRITTEN TECHNICAL SOLUTION AND ITD. The evaluation of Technical Factor 2—Written Technical Solution and ITD will consider the following:

- a. Understanding of the Problem - Technical Factor 2 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 will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. It 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 EVALUATION APPROACH.

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

### D. PROPOSAL SUBMISSION

Offerors shall be a General Services Administration (GSA) Federal Supply Schedule 70 holder by the date and time of receipt of proposals. Each Offeror's Proposal will be made up of a Case Study Submission, Written Technical Solution, ITD, Price Proposal and Solicitation, Offer & Award Documents, Certifications & Representations volume.

The Offeror's Case Studies shall be submitted electronically via the GSA eBUY website for GSA Schedule 70, in the format set forth in the solicitation. The offerors written proposal volumes (Volumes II, III, and IV) shall be submitted via e-mail to [David.Melton@va.gov](mailto:David.Melton@va.gov). Proposals submitted by any other method will not be considered, unless they exceed 5MB in size and thus shall use Safe Access File Exchange (SAFE)\*\*. The use of hyperlinks or embedded attachments in proposals is prohibited. Accordingly, any information contained within an embedded attachment and/or hyperlink will neither be accessed nor evaluated. The URL is <https://www.ebuy.gsa.gov>.

**\*\*For Files that exceed the 5MB limit on eBuy uploads offerors shall utilize the Safe Access File Exchange (SAFE) at <https://safe.amrdec.army.mil/safe/>, using [David.Melton@va.gov](mailto:David.Melton@va.gov) as the receiver. SAFE is a web-based product that enables VA employees and contractors with active PIV cards to securely send or receive large (< 2GB) files to and from individuals with a valid .gov, .mil, .com, or .edu email address. Vendor shall note use of SAFE in its response. \*\***

**\*\*\*Please note that VA's inbound e-mail limitations are about 7MB if you anticipate your submission of the Written Technical Solution, Price Evaluation Approach, and/or Solicitation, Offer and Award Volumes to be more than that please use SAFE as described above as alternative to submitting documents to the Government. \*\*\***

An Opt-in shall be provided confirming your intention to take part in this competition no later than March 12, 2019 by 3:00PM EST via email to David.Melton@va.gov. Offerors who wish to form a Contractor Team Arrangement (CTA) with other GSA FSS 70 Special Item Number 132 51 SDVOSB schedule holders shall also provide whom they will be teaming with specifically and that teaming partners GSA FSS Schedule 70 Contract Number under Special Item Number 132 51 as part of their response. Offeror's that do not respond affirmatively by the listed date will not be included in the acquisition and any submitted Case Studies will not be evaluated. Case Studies will be submitted electronically via the GSA eBUY website for GSA Schedule 70 no later than March 13, 2019 at 12:00PM EST. After evaluation of the Case Studies, Offerors will be provided an advisory notification. Included in the advisory notification, or in reply to confirmation from a vendor that they are not taking the Government's advisement and who elect to continue participation, will be the due date (which will be seven business days from date of notification) of the Written Technical Solution, Solicitation, Offer & Award Documents, Certifications & Representations and Price Proposals, and the date, time and location of the Offeror's ITD (which are anticipated to be held between April 3, 2019 to April 5, 2019). Any questions regarding the solicitation shall be provided to David.Melton@va.gov by 3:00 PM EST on March 8, 2019.

**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.**

#### VOLUME I-Technical Factor 1: Case Study Submission

Offerors shall submit up to three relevant case studies for evaluation. Relevant case studies must demonstrate recent (within the past two-years) performance of tasks, detailed in the PWS, related to administering, operating, building on, maintaining, or improving a public-facing services platform, performed by the Offeror or any proposed subcontractor who will be responsible for at least 30% of your proposed price. Case studies may reflect work completed for Government and/or Commercial clients.

Offerors are strongly encouraged to submit case studies that demonstrate the capability to perform multiple tasks from the PWS. Case studies may include work performed under any combination of tasks contained in the PWS, but more weight will be given to Offerors whose case studies encompass the greatest number of tasks outlined in the PWS. Offerors should indicate specifically which parts of each Case Study align with sections of the PWS. At least one case study must reflect work performed on a services platform similar in scope to that which is outlined in the PWS. The Case Studies shall also demonstrate an agile methodology and adherence to practices found within the Digital Services Playbook (<https://playbook.cio.gov/>) and the VA Digital Service Handbook (<https://github.com/department-of-veterans-affairs/va-digital-service-handbook>). Each Case Study submission is limited to 3 pages in PDF Format.

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

- A. Client organization name
- B. Period of performance

- C. Offeror’s role
- D. Goals and outcomes
- E. Technology solution
- F. Delivery Methodology

In addition to the above, for **AT LEAST ONE** case study, Offerors must also submit the following:

- A. Code repository
- B. Post-mortem report and associated documentation

Post-mortem report(s) shall be no longer than 2-pages outlining the issues resolved, how the issue(s) was found, the root cause analysis conducted, and how the issue(s) was addressed. Code repositories should be provided via a publicly accessible URL (e.g. a URL for a GitHub public repository) or a single compressed file (e.g. a git repository compressed into a tarball).

**\*\*Please note if a submitted Case Study(s) relies on the expertise provided by a subcontractor in Technical Factor 1, the subcontractor(s) shall be included as a proposed subcontractor in each future proposal Volume including any resultant award. Additionally, should a Case Study of a proposed subcontractor be used in Technical Factor 1, the vendor shall ensure that the vendor clearly accounts for at least 30% of the proposed price in all future Proposal Volumes and the award. Failure to ensure these conditions may render an Offeror’s proposal unacceptable.**

VOLUME II-Technical Factor 2: Written Technical Solution

The Written Technical Solution shall be limited to 28 pages, excluding the cover letter and table of contents, in PDF Format. Within the Written Technical Solution, the Offeror shall provide a detailed approach to the following:

- 1) Overall Agile methodology and approach to operating, maintaining, and improving the VSP.
- 2) Operating and Maintaining Infrastructure as Code
- 3) Capturing and Analyzing User Insights and feedback.
- 4) Guiding external teams in following an Agile Development Process.
- 5) Developing and Maintaining Documentation and Standards.
- 6) Triage and Resolution.
- 7) What the Offeror would need from the Government to ensure success and any barriers that would reduce or delay success.
- 8) How success and end user satisfaction will be determined and the strategy for capturing both product metrics and process metrics. Additionally, provide a proposed method(s) for surveillance and performance metrics to be included in the Quality Assurance Surveillance Plan to be included with the awarded contract. Offerors shall ensure the proposed methods and metrics align with their proposed agile approach.
- 9) The proposed Labor Mix and Level of Effort by Iteration supporting the proposed FFP line items. This description shall indicate whether the Labor Category is being proposed for the Prime or a subcontractor including which proposed subcontractor. Please ensure all proposed Labor Categories are included in the Prime Contractor’s Schedule 70 contract.

The Government estimates the following number of approximate Full-Time-Equivalents (FTEs) (1 FTE =1,920 hours per year) to support the requirements of the PWS as follows:

PoP	FTE Equivalents (total across all teams)
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Base Year	35
Option Year 1	23
Option Year 2	23
Optional Task 1 - Base	8
Optional Task 1 – OY1	16
Optional Task 1 – OY2	32
Optional Task 1a - Base	6
Optional Task 1a – OY1	6
Optional Task 1a – OY2	6
Optional Task 2 - Base	4
Optional Task 2 – OY1	8
Optional Task 2 – OY2	12
Optional Task 2a - Base	3
Optional Task 2a – OY1	3
Optional Task 2 – OY2	3
Optional Task 3 - Base	4
Optional Task 3 – OY1	8
Optional Task 3 – OY2	12
Optional Task 3a - Base	3.5
Optional Task 3a – OY1	3.5
Optional Task 3a – OY2	3.5
Optional Task 4 - Base	8.5
Optional Task 4 – OY1	17
Optional Task 4 – OY2	25.5
Optional Task 4a - Base	2
Optional Task 4a – OY1	2
Optional Task 4a – OY2	2
Optional Task 5 -- Base	3
Optional Task 5 – OY1	3
Optional Task 5 – OY2	3
Optional Task 5a – Base	2
Optional Task 5a – OY1	2
Optional Task 5a – OY2	2
Optional Task 6 –Base	8
Optional Task 6– OY1	8
Optional Task 6– OY2	8

The Government estimates included in the table above are provided for informational purposes only, and Offerors are not bound to propose them. Offerors shall propose their unique technical approach to accomplishing the tasks in the PWS.

Technical Factor 2: In-Person Technical Demonstration

The Demonstrations will be held in Washington D.C. The exact date, time, and address will be provided in the advisory notification provided after the evaluation of the Case Studies or on the date an Offeror notifies the Government they will be proceeding.

The goal of the In-Person Technical Demonstration (ITD) is to evaluate the Offerors' ability to provision application(s) to the VSP and work with a team who wishes to build on the Platform. Offerors will be given a scenario detailing a fictional government problem and will have two-hours to address a series of tasks. Following the two-hour ITD, the Government will have the ability to ask clarifying questions specific to the Offeror's technical demonstration which is not expected to exceed 30 minutes. No updates will be allowed for the ITD, however, the Government reserves the right to enter negotiations on the Offeror's Written Technical Solution or Price Volume.

The ITD is an opportunity for the team to demonstrate the skills that will be needed to execute the PWS. The processes demonstrated shall use the same solutions detailed in the Written Technical Solution.

All supporting digital and non-digital artifacts created during completion of the tasks shall be submitted at the end of the ITD via email to David.Melton@va.gov . Examples of artifacts include training materials, user stories, meeting notes, project plans, and images of non-digital artifacts created during the demonstration (e.g. white board drawings). These artifacts shall be representative of the Offeror's proposed process for documenting work. Evaluators will be present for the entire ITD. Vendors shall provide all items required for their ITD including, but not limited to, laptops, internet access (e.g. wireless hotspot), white board, etc.

### VOLUME III– PRICE FACTOR

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

- Completed Section B and price proposal excel spreadsheet
- Supporting documentation as described below

Section B and price proposal excel spreadsheet: Vendors shall fill into the provided Section B document their proposed Contract Line Items (CLINs) and provide fill-ins as included in each CLIN, and a unit price and extended price for each CLIN. Vendors are free to add additional CLINs to support their proposed price. Additionally, a price proposal shall be submitted in Microsoft Excel spreadsheet format. The first tab shall be a summary to include a top-level rollup of the total dollars and percentages by labor, materials, travel, Other Direct Costs, and total Task Order price. Labor shall further be broken out by labor categories, labor rates, and hours. A separate tab shall be used for the Prime and each subcontractor. Additionally, any Material or Travel handling rates proposed for the Material or Travel line items shall be noted as well. Any proposed amount for Material, Travel, and Other Direct Costs, under the T&M portion of the Task Order, will also be Not To Exceed ceiling amounts.

Supporting documentation - Documentation is required to support the pricing proposed. This shall demonstrate the correlation between the proposed technical solution and the Section B submitted. The supporting documentation shall also include a Basis of Estimate (BOE) which aligns to how the pricing methodology is applied within each iteration. The BOE shall include, but is not limited to, such things as:

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

The Offeror is advised that in no instance shall its proposed labor rates(s) exceed the Offeror's GSA Schedule 70 rate(s). No open market items will be accepted. The price proposal shall provide a clear statement of the total price to include calculation based on level of effort proposed. All proposed labor categories and rates shall be clearly mapped back to the Offeror's GSA Schedule 70 price list along with any discounts being applied. The Offeror shall provide a copy of their current GSA Schedule 70 contract.

In accordance With FAR 8.405-4 the Government is requesting price reductions off of the Offeror's GSA Schedule 70 ceiling rates/prices.

The Government anticipates that the number of iterations and the total price of all CLINs will maximize the Government's investment of about \$88,000,000.00. The estimate is provided for estimation and informational purposes only, and while based on the best information available at this time, it is subject to change and in no way commits the Government. Although the Government's intention is to maximize the value of the provided budget, these Government estimates are provided for informational purposes only and each Offerors' proposed price shall be based on their unique technical approach to accomplishing the tasks in the PWS.

	Approximate Estimate per year
Base Year	\$10,000,000.00
Option Year 1	\$8,000,000.00
Option Year 2	\$8,000,000.00
Optional Tasks - Base Year	\$12,531,144.80
Optional Tasks - Option Year 1	\$19,770,497.60
Optional Tasks - Option Year 2	\$30,086,426.00

The Offeror shall propose the unit price per iteration and complete the quantity of iterations it can accomplish in each 12-month period, including the optional tasks for each period, for the total price proposed.

Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two digit unit price multiplied by the item quantity equals the two digit total item price (there should be no rounding). If an Excel spreadsheet is submitted by the Offerors, the Offerors shall ensure that the actual values in the spreadsheet cells are no more than two decimal places even if values in the spreadsheet cells are formatted to display two decimal places. All Offerors should propose using an estimated award date of April 22, 2019.

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

Certifications and Representations - An authorized official of the firm shall sign the Standard Form (SF) 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A –SF1449 and Acknowledgement of Amendments, if any.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Any terms which deviate may render proposal unacceptable. The Government will not be held to any terms and conditions and/or assumptions found in any other Volume and is not responsible for reviewing other Volumes for any terms and conditions and/or assumptions.
- c. This requirement is only applicable if you are proceeding as a CTA which you were required to notify the Government prior to or at the time of case study submission. Your CTA document should designate all team members and their corresponding Schedule contract numbers and describe the tasks to be performed by each team member, along with the associated proposed

prices (e.g., unit prices, labor categories, and hourly rates). If applicable, the team lead should also be identified, as should the individual team members responsible for delivery, warranty and other issues.

**WRITTEN PROPOSAL FILES.** The Offeror's four Proposal Volumes shall be submitted in accordance with the following instructions:

Any concerns regarding the proposal submission to the GSA E-Buy site above or for the written portion being submitted via e-mail shall be addressed to David Melton, Contract Specialist by email at [David.Melton@va.gov](mailto:David.Melton@va.gov) or Joshua Cohen, Contracting Officer at [Joshua.Cohen2@va.gov](mailto:Joshua.Cohen2@va.gov).

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

All files will be submitted as either a Microsoft Word 2010 (.doc), Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font, printing, 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.

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

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

Written Proposal Volume Number	Factor	File Name	Page Limits
Volume I	Case Study	Case Study.doc	3 per Case Study (Does not include artifacts submitted)
Volume II	Written Technical Solution	WTS.doc or WTS.pdf	28

Volume III	Price	Price.xls	None
Volume IV	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None