

The Technology Acquisition Center has a requirement for Appeals Modernization Caseflow Development and Support. The attached Task Performance Work Statement (PWS) describes this effort. The award of this Request for Task Execution Plan (RTEP) is subject to the receipt of funds.

**This RTEP is set aside for T4NG Service Disabled Veteran-Owned Small Business (SDVOSB) prime contract holders.** In accordance with VAAR 852.219-10 (JUL 2016) (DEVIATION) VA Notice of Total SDVOSB set aside and 13 CFR §125.6, the contractor will not pay more than 50% of the amount paid by the Government to it to firms that are not SDVOSBs as defined by VAAR 852.219-10 (JUL 2016) (DEVIATION). "Other eligible SDVOSB concerns" must similarly meet Federal small business size standards for the NAICS code and must be listed in the Vendor Information Pages as verified. Additionally the Government reserves the right to conduct the evaluation in the most efficient manner. Specifically, for a SDVOSB set aside, the Government shall first evaluate whether the Offeror satisfies the requirement of VAAR 852.219-10 (JUL 2016) (DEVIATION) and 13 CFR §125.6. Thereafter, the Government reserves the right to evaluate only the Task Execution Plans (TEPs) of the Offerors that do satisfy the respective requirement(s). Be advised that consideration for task order award is limited to SDVOSBs that are registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.va.gov/>) at time of submission of offer and at time of contract award. **Offerors are solely responsible for obtaining this verification.**

**THIS REQUEST IS NOT AN AUTHORIZATION TO START WORK.**

**A. Please adhere to the following timelines:**

1. Indicate your intention to provide a Task Execution Plan (TEP) via the Virtual Office of Acquisition (VOA) Acquisition Task Order Management System (ATOMS) prior to close of business on May 13, 2019. It is requested that a negative response be indicated as well.
2. If you choose to submit Technical Factor 1 - Case Studies, they shall be submitted via the VOA ATOMS by the date and time listed in ATOMS under TEP Due Date.

**B. Instructions:**

TEPs shall be submitted in accordance with the Basic Contract Performance Work Statement (PWS), paragraph 7.3.2. Offerors are permitted to provide ONLY ONE (1) TEP for consideration.

**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)

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performance of tasks detailed in the PWS, related to 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, and data analytics to continuously improve new and existing software, 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 are also strongly encouraged to provide case studies that reflect work performed creating, developing and maintaining software similar in scope to that outlined in the PWS and utilizing a technology stack similar to the current Caseflow technology stack listed below. The Case Studies shall demonstrate an agile methodology and adherence to practices found within the Digital Services Playbook (<https://playbook.cio.gov/>) and responses shall specifically address how user centered design and user feedback was used during the agile process. Each Case Study submission is limited to three pages in PDF Format.

The current Caseflow technology stack includes the following primary elements:

- Primary stack:
  - o Ruby 2.5, Rails 5.1
  - o React, Webpack, NPM
  - o Git
  - o Postgres/SQL, Redis
  - o AWS: SQS, Cloudwatch, Lambda, RDS, DMS
  
- Infrastructure:
  - o Ansible
  - o Terraform
  - o Groovy, YML
  - o Docker

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, including any metrics produced, identifying how

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- outcomes addressed those goals
- E. Technology stack
- F. Delivery Methodology, including how user centered design and user feedback was utilized

In addition to the above, for **AT LEAST ONE** case study, Offerors must also submit at least one Post-mortem report related to one of the submitted Case Studies. Post-mortem report(s) shall be no longer than two pages outlining the issues resolved, how the issue(s) was found, the root cause analysis conducted, and how the issue(s) was addressed.

In addition to the above, for **AT LEAST ONE** case study, Offerors are required to submit artifacts to further demonstrate their capacity to perform the requirements in the PWS. Artifacts must not be created for this PWS. Artifacts should be related to one of projects covered in the case studies. Artifacts may be anonymized as needed to protect PII, PHI, or other proprietary data, but should still demonstrate the vendor's expertise as it relates to the PWS. Artifacts should include at least one from each of the following categories, with a max of 10 artifacts:

- Product Development, as covered in 5.2.1.
- DevOps practices, as covered in 5.2.2
- User Experience, and content strategy and development, as covered in 5.2.3

The Case Studies, the Post Mortem Report(s), and their respective artifacts, shall be provided via a public facing Github Repository the link to which shall be provided via email to [David.Melton@va.gov](mailto:David.Melton@va.gov) on the due date included in the solicitation. Any additional information, like a password or username, necessary to gain access to the Github Repository, shall be provided with the link.

**\*\*Please note if a submitted Case Study(s) relies on the expertise provided by a subcontractor in Technical Factor 1, that the subcontractor(s) shall be included as a proposed subcontractor in each future proposal Volume for this effort 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 15 pages, excluding the cover letter and table of contents, in PDF Format. The due date for the Written Technical Approach will be provided in the advisory notification provided after

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the evaluation of the Case Studies. Within the Written Technical Solution, the Offeror shall provide a detailed approach to the following:

- 1) Overall methodology and approach to building and continuously improving new and existing software.
- 2) Product Development, including working with business stakeholders.
- 3) DevOps.
- 4) User Research and feedback.
- 5) Accessibility.
- 6) Open Source publishing.
- 7) Help Desk Support.
- 8) Approach to Security and Compliance.
- 9) What the Offeror would need from the Government to ensure success and any barriers that would reduce or delay success.
- 10) How success and end user satisfaction will be determined and the strategy for capturing both product metrics and process metrics.
- 11) 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. Additionally, documentation is required to demonstrate the correlation between the proposed technical approach and the proposed Labor Mix and Level of Effort by Iteration, including, but not limited to such things as, User Story sizing methodology, and why the specific team size and composition was chosen to support the proposed technical approach.

### Technical Factor 2: In-Person Technical Demonstration (ITD)

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. The Government will schedule the demonstrations by drawing lots among those Offerors who elect to proceed after Technical Factor 1. The Government will advise Offerors of the date and time of their ITD which is anticipated to be held between June 3, 2019 and June 14, 2019.

The goal of the ITD is to evaluate the Offerors' ability to understand and address user feedback asking for additional functionality in part of the Caseflow application. Offerors will be given a scenario detailing a fictional government problem and will have 4 hours to complete a series of tasks including a presentation at the end describing the work completed. As part of the presentation, each Offeror will also provide responses to one or more hypothetical scenarios (scenarios will be provided at the start of the ITD). Two to three Government employees will be provided to the Offeror's ITD team to, playing the roles of user and stakeholder, and will be available to provide information to the Offeror's ITD team during the ITD.

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This is the opportunity for the team to demonstrate cross-team collaboration, agile methods, user-centered design, iterative development, and process education skills that will be needed to execute the PWS. The process used to manage and respond to this request for additional functionality shall demonstrate the same solutions detailed in the Written Technical Solution.

All supporting digital (including any code developed during the ITD) and non-digital artifacts created during the ITD shall be submitted at the end of the ITD. The submission shall be via a public facing Github repository the link to which shall be emailed to [David.Melton@va.gov](mailto:David.Melton@va.gov) at the completion of the ITD. 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.

The Government will have the ability to ask clarifying questions specific to the Offeror's technical demonstration after the time allotted for the ITD. These do not count as discussions, unless otherwise directed by the Contracting Officer. 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.

### **VOLUME II: Price Proposal**

This is a FFP type order with a T&M Line item for travel and materials only. Price data shall be provided in accordance with the Basic Contract PWS, paragraph 7.3.2C. The due date for the Price Volume will be provided in the advisory notification provided after the evaluation of the Case Studies.

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

- Completed Section B and price proposal excel spreadsheet

Section B and price proposal excel spreadsheet: The Offeror shall provide a price proposal volume 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, ODCs, and a total Proposed 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. The Contractor shall submit a completed Section B, Schedule of Supplies and Services, including all priced line items for the base period and each option period and all optional tasks. Offerors are hereby advised that any Pricing Assumptions which deviate from the Government's requirements or material terms and conditions established by the solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.

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The Government anticipates that the number of iterations and the total price of all CLINs will maximize the Government's investment of about \$45,303,644.57. 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.

Performance Period	Approximate Estimate per year
Base Year	\$4,634,754.40
Option Year 1	\$9,406,901.43
Option Year 2	\$9,685,808.47
Option Year 3	\$9,973,082.73
Optional Tasks - Base Year	\$1,842,501.60
Optional Tasks - Option Year 1	\$3,795,553.30
Optional Tasks - Option Year 2	\$2,707,614.82
Optional Tasks - Option Year 3	\$3,257,427.82

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 July 1, 2019.

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

3. Evaluation Approach: TEPs, which include all volumes, shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of the TEP.

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The TEP will be evaluated strictly in accordance with its written content. TEPs which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. TEPs which fail to meet the minimum requirements of the Request for Task Execution Plans (RTEP) will be rated Unacceptable.

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 a brief explanation of the basis for the advice. 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 date, time and address for the ITD and the due dates for the Written Technical Approach and Price Volumes.

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

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Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

### 2. PAST PERFORMANCE EVALUATION APPROACH

The Past Performance evaluation will be based upon the average of the cumulative Quality Assurance Surveillance Plan (QASP) Performance Based Service Assessment ratings received for all awarded task orders, the extent to which Small Business Participation goals have been met, and the extent to which the Veterans employment percentage of Veterans employed has been maintained. The Past Performance Factor rating shall be expressed as a numerical score. Offerors may receive a maximum possible score of ten (10) points in past performance, a maximum possible score of five (5) points in past performance in achieving small business participation percentages, and a maximum of five (5) points for maintaining or exceeding Veterans employment percentage of Veterans employed for a total maximum possible score of twenty (20) points.

Offerors are NOT to submit past performance as a part of their TEP.

### 3. PRICE/COST EVALUATION APPROACH.

This is a hybrid Time and Material (T&M) and Firm Fixed Price (FFP) type Task Order. For the T&M Travel and Material portions, the Offeror shall use the Government-provided estimate for each Task Order Period and apply its proposed fixed handling rate. Proposed fixed handling rates shall not exceed the Offeror's T4NG Basic Contract (Attachment 012, Price Methodology) for the entire Task Order period, inclusive of all options. The government will verify the Offeror's calculation of the total proposed T&M travel and material.

For the FFP portion, the Government will evaluate price by adding the total of all line item prices, including all options. The total evaluated price will be the sum of the T&M line items and the FFP line items for the entire Task Order period, including all options, and optional tasks.

All prices shall be rounded to the nearest cent. The Government reserves the right to correct any rounding errors and/or any mathematical errors identified in the Offeror's TEP.

#### **C. Further Information:**

Please post any technical questions you may have regarding this effort to the VOA ATOMS by May 13, 2019 and the Contracting Officer will coordinate a response.

**Questions directed to the customer are prohibited.**

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If you have any procedural questions, please call or email one of the following:

David Melton, Contract Specialist at 732-795-1143, David.Melton@va.gov

Joshua Cohen, Contracting Officer at 732-440-9696, Joshua.Cohen2@va.gov

### **D. Clauses/Provisions:**

#### **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.

**SOFTWARE LICENSE, MAINTENANCE AND TECHNICAL SUPPORT:**

(1) Definitions.

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

(b) Licensor. The term “licensor” shall mean the contractor having the necessary license or ownership rights to deliver license, software maintenance and support of the computer software being acquired. The term “contractor” is the party identified in Block 17a on the SF1449. If the contractor is a reseller and not the Licensor, the contractor remains responsible for performance under this order.

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

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

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

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

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

(2) Software License

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

- (b) The Government may use the software in a networked environment.
- (c) Any dispute regarding the license grant or usage limitations shall be resolved in accordance with the Disputes Clause incorporated in FAR 52.212-4(d).
- (d) All limitations of software usage are expressly stated in the Schedule of Supplies/Services and the Performance Work Statement/Product Description.

(3) Software Maintenance and Technical Support

- (a) If the Government desires to continue software maintenance and support beyond the period of performance identified in this contract or order, the Government will issue a separate contract or order for maintenance and support. Conversely, if a contract or order for continuing software maintenance and technical support is not received the contractor is neither authorized nor permitted to renew any of the previously furnished services.
- (b) The contractor shall provide software support services, which includes periodic updates, enhancements and corrections to the software, and reasonable technical support, all of which are customarily provided by the contractor to its commercial customers so as to cause the software to perform according to its specifications, documentation or demonstrated claims.
- (c) Any telephone support provided by contractor shall be at no additional cost.
- (d) The contractor shall provide all maintenance services in a timely manner in accordance with the contractor's customary practice or as defined in the Performance Work Statement/Product Description. However, prolonged delay (exceeding 2 business days) in resolving software problems will be noted in the Government's various past performance records on the contractor (e.g., [www.ppirs.gov](http://www.ppirs.gov)).
- (e) If the Government allows the maintenance and support to lapse and subsequently wishes to reinstate it, any reinstatement fee charged shall not exceed the amounts that would have been charged if the Government had not allowed the subscription to lapse.

(4) Disabling Software Code. The Government requires delivery of computer software that does not contain any code that will, upon the occurrence or the nonoccurrence of any event, disable the software. Such code includes

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

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

FAR 52.227-01	AUTHORIZATION AND CONSENT (DEC 2007)
FAR 52.227-02	NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
FAR 52.227-03	PATENT INDEMNITY (APR 1984)
FAR 52.227-14	RIGHTS IN DATA – GENERAL (DEC 2007) ALT. IV (DEC 2007)
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)

FAR 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 shall be in accordance with the Schedule. The Basic Contract is effective for purposes of issuing this option. All terms and conditions of Basic Contract shall govern the Contractor's and Government's rights and obligations for the full term of this option, if exercised.

(End of clause)

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FAR 52.217-9 – Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this Order by written notice to the Contractor at any time prior to expiration of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the Order 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. The Basic Contract is effective for purposes of issuing this option. All terms and conditions of Basic Contract shall govern the Contractor's and Government's rights and obligations for the full term of this option, if exercised.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of clause)

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

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

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

(2) The commercial computer software may be—

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

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

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

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

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

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

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

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

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

(End of Clause)

VAAR 852.219-10 VA NOTICE OF 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.

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(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)

### **E. Attachments:**

Attachment 1 – VA DevOps Release Guide

Attachment 2 – T4NG O&IT Contractor BAA Template