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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Strategic Acquisition Center - Frederick
Department of Veterans Affairs
Frederick, MD 21702
- Contracting Officer (CO): Christina Heller
Email: christina.heller@va.gov
Phone: (202) 306-3819
- Contract Specialist (CS): Ryan Poe
Email: Ryan.poe@va.gov
Phone: (202) 557-9026
- COR TBD
Email:
Phone:

1. 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

2. INVOCIES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly

3. GOVERNMENT INVOICE ADDESS: All invoices from the Contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

4. FSC MANDATORY ELECTRONIC INVOICE SUBMISSION: Contractors are required to submit payment requests in electronic form in accordance with the submission instructions below.

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

AMENDMENT NO	DATE

**TUNGSTEN ELECTRONIC INVOICE SUBMISSION
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS**

Contracting POC: Ryan Poe | Ryan.poe@va.gov | (301) 543-7544

COR: TBD

Contract/Task Order Number: 36C10X22XXXXX (To be completed at Award)

Purchase Order Number: XXXXXX (To be completed at Award)

a. Vendor Electronic Invoice Submission Methods:

Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below.

1. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party Contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
2. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>)

b. Vendor e-invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below.

1. Tungsten e-Invoice Setup Information: 1-877-489-6135
2. Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
3. FSC e-Invoice Contact Information: 1-877-353-9791
4. FSC e-invoice email: vafscshd@va.gov

See <https://www.fsc.va.gov/einvoice.asp> for more information.

B.2 PERFORMANCE WORK STATEMENT

1.0 BACKGROUND

VHA National Center for Healthcare Advancement & Partnerships (HAP) Serves as a trusted resource and a catalyst for the growth of effective partnerships at the national, state, and community level and advance the health and wellbeing of Veterans through exploration of innovative, safe, and ethical emerging therapies.

It is anticipated the work will require tasks classified from the following Service Group and Labor Categories:

Group 4 – Outreach

The contractor shall provide services as they relate to outreach, promotional materials, and advertising. Descriptions of the Group 4 – Outreach categories are found below:

1. Advertising Services

The contractor shall develop materials to promote the public and private awareness of the Veteran's Affairs mission, goals, initiatives and objectives to ensure complete understanding of the complex and technical aspects of the VA. Services may include the following components: advertising objective determination, message decision / creation, media selection, outdoor marketing and media services, broadcast media (radio, TV and public service announcements), direct mail services, media planning, media placement services, advertising evaluation, and related activities to advertising services.

2. Media Buying

The contractor shall assist in the procurement of advertising and outreach activities that can be in the form of television stations time, periodicals ads, internet advertisement, and etc. for the VA. The contractor shall provide support in negotiating media in accordance with research and analysis and purchasing paid advertising to impact targeted audiences, generating excitement and awareness of VA benefits and services.

3. Public Relations Services/Outreach

The contractor shall assist in the strategic communication plan that builds beneficial relationships between the VA, the public, and other entities. The contractor shall provide support to assist in developing plans for various Department-wide outreach campaigns and recommending the most effective way of communicating a message in print, electronic format, or both, including social media and web-based outreach.

4. Conference, Events, and Tradeshow Planning Services

The contractor shall develop and support the VA in preparation of conference, seminars, events and tradeshow planning services by providing materials that can be presented and/or provided to participants of these events. Services may include the following components for a show, event and/or booth: project management, coordination and implementation of third party participation, collection management of third party payment for participation, liaison support with venue, audiovisual and information technology support, topic and speaker identification, site location research, reservation of facilities, on-site meeting and registration support, editorial services, automation and telecommunications support, design and editing productions, and mailing and other communication with attendees including pre/post meeting mailings/travel support and computer database creation.

5. Promotional Materials

The contractor shall develop promotional materials in multiple medium. This type of medium can include pamphlets, posters, brochures, and etc. Services may include the following

components: developing conceptual design and layouts, providing copywriting and technical writing services, creating sketches, drawings, publication designs, and typographic layouts, and furnishing custom or stock artwork (including electronic artwork).

6. Video/Film Production

The contractor shall develop video and/or film materials in multiple mediums to include digital media for the use by the VA. Services may include final editing, copyrights, and editing to fit various formats, i.e., High-Definition, streaming, Moving Picture Experts Group (MPEG), etc.

7. Graphics Design

The contractor shall support in the development of visual communication through the use of photography, illustration, visual arts, page layout, etc. Services may include logo design, periodical design, web design, and signage.

2.0 SCOPE OF WORK

The purpose of this contract/task order is to provide strategic communications support to VHA National Center for Healthcare Advancement & Partnerships' (HAP) efforts to accomplish VHA's mission to honor America's Veterans by cultivating nonmonetary public-private partnerships and exploring emerging therapies to improve the health and wellbeing of Veterans, their families, caregivers, and survivors.

HAP, located at VA Central Office, nationally supports VHA facilities and program offices across the country and collaborates with both internal and external stakeholders, constituents, and Veterans. HAP requires strategic communication services to leverage existing VA communication channels, such as communication sites, VA social media, print media, and similar messaging (to include but not limited to, LinkedIn Vantage, VAInsider), and external sources, such as peer-reviewed journals, national professional journals, and Veteran Service Office publications, to share information that resonates with its audience. To ensure that VHA resources and initiatives are optimally deployed to serve Veterans, this task order provides HAP with strategic communications services. Communication services within the scope of this task order may be shared with other VA program offices related to strategic partnerships and emerging treatments and therapies and with the Discovery, Education, and Affiliate Networks (DEAN) office and programs.

Specifically, the contractor shall provide communications support for strategic communications. The contractor shall develop and deliver the following:

- Annual Communications Plan
- Quarterly Newsletters
- Programmatic Shorts - Flyer, Brochure, News Release, Fact Sheet, White Paper, PowerPoint/Slide Deck, Bulletin
- Technical Communication Artifacts – This includes toolkits, Infographics, Journey Maps, Reports, Road Maps, Flow Charts, and Reference Guides.
- Video/Media Artifact – This includes taped interviews with audio and visual components similar to podcasts but fewer in number and differing in theme or content.
- Articles
- Annual Report

The contractor shall provide web Development/Management services. These services include the development and management of SharePoint, Intranet sites, Internet sites, and GovDelivery.

3.0 PERIOD OF PERFORMANCE

The period of performance for this task order is one base period for twelve (12) months from task order award with four (12) twelve-month option periods.

4.0 TYPE OF CONTRACT

Firm Fixed Price (FFP)

5.0 PLACE OF PERFORMANCE

Work will be performed offsite at the contractor's facility for successful completion of required deliverables. There will be an occasional need for contractor staff to come to VA Central Office for face-to-face meetings. The contractor will need access to Microsoft Teams, Webex, or similar audio-visual communication programs for regularly scheduled and ad-hoc meetings. Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO). A list of Federal Holidays and their dates can be found at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview>.

6.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)

The Government will provide system access in order to accomplish the tasks associated with this task order. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis. Access to VA firewall, email, and badge are expected to be accomplished and confirmed with HAP within 45 days of task order award.

The contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the applicable Government officials and the COR.. 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.

7.0 TRAVEL

The Government anticipates no travel under this effort. Local travel within a 50-mile radius from the contractor's and Government facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed.

8.0 SPECIFIC TASKS AND DELIVERABLES

Publicity and Propaganda Prohibition: In providing the communication support services, the contractor shall not perform activities that involve "self-aggrandizement" or "puffery" of the agency, its personnel, or activities, activities that are purely partisan in nature, or activities that are "covert propaganda," or that cover the fact that Government appropriations were expended to produce it. Disseminating approved information to the citizenry about HAP, its policies, practices, and products is permitted. All communications will be reviewed and approved by the COR and/or other authorized Government official.

Strategic Communications Support General Statement:

All final products intended for distribution are subject to the review and approval of the Government. External facing content shall have a reading level no higher than 8th grade and shall be written in a way that helps readers understand the content the first time they read it.

The contractor shall plan, create, update/refresh, and deliver professional communications materials and activities. The contractor shall provide the copyright clearances necessary for created materials. The contractor shall develop products and ensure that all products developed for public distribution meet Section 508 compliance standards.

The contractor shall obtain and maintain necessary releases of information in accordance with VA & VHA policy.

All deliverables are subject to the Government's review and approval before publishing, implementation, and invoicing.

The contractor shall obtain approval of concept from the Government for any artifact before beginning work on the artifact.

8.1 KICK OFF MEETING (NSP)

The contractor shall supply an agenda and conduct a kickoff meeting to be followed by the publication of kick off meeting minutes. Kick Off Meeting Agenda and Meeting are due within five (5) days of task order award. Meeting minutes are due within ten (10) days of task order award.

Deliverables:

- a. Kick Off Meeting and Agenda
- b. Kick Off Meeting Minutes

8.2 CONTRACTOR PROJECT MANAGEMENT/COMMUNICATIONS PLAN

The contractor shall provide for appropriate project management while also providing administrative support to ensure the effective management of the overall project thereby ensuring the timely delivery of project-related objectives..

The contractor shall draft an annual contractor Project Management/Communications Plan (CPMP) that delineates the Contractor's approach to timelines, task management, governance and risk management to be used in execution of the task order within ten (10) days after task order award with monthly updates thereafter. The CPMP must support key strategic plan initiatives and align to VA/VHA communication priorities. The CPMP shall include key initiatives, calendar, messaging and metrics. The CPMP shall demonstrate an emphasis on completed deliverables with a streamlined management approach.

Deliverables:

- a. Contractor Project Management/Communications Plan
- b. Update Existing Annual Project Management/Communications Plan

8.3 REPORTING REQUIREMENTS

The contract shall submit a Monthly Report which covers all work completed during the reporting period and separately identified work planned for the subsequent reporting period. Items completed shall be clearly identified as such. Items in progress shall include status at the time of the report and anticipated completion timeframes. 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 communications product deliverables and the location of resources on platforms identified by the Government. The contractor shall monitor performance against the CPMP and report any deviations. It is expected that the contractor shall keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Invoicing shall occur monthly for all deliverables approved by the Government during that month, irrespective of publication/distribution date. To improve tracking, each deliverable shall be assigned a unique identifier (naming convention to be agreed upon after task order award).

Deliverables:

- a. Monthly Progress Report
- b. Monthly Invoice

8.4 Newsletters

Create and manage the production of a HAP quarterly newsletter to include an editorial calendar, content development with submissions from partners, copyright permissions, editing, design, 508 compliance, and distribution via GovDelivery, Intranet, Internet, and print-ready pdf. Content created for the newsletter shall be new and not duplicated from other tasks within this task order. Newsletter shall be published quarterly. Each newsletter shall be 12 pages with a mix of graphics and text with eight pages of content and no previously published content. The opening page of each newsletter shall include messaging from HAP and/or DEAN leadership. The contractor shall include analysis of partnership impacts. Graphics shall be representative of the Veteran population served to include age, gender, race/ethnicity, etc. The contractor shall obtain and furnish a copy of necessary releases of information to HAP in accordance with VA and VHA policy.

Deliverables:

- a. Quarterly Newsletter (Delivery date dependent upon task order award date with the first newsletter due no later than 60 days from task order award)

8.5 Programmatic Short Artifacts

The contractor shall develop new outreach materials, (i.e., Flyer, Brochure, News Release, Fact Sheet, PowerPoint/Slide Deck, Bulletin) to include research of the different Partnership and Healthcare Advancement Initiatives topics within VA and in industry. These outreach materials shall also include the applicable concept, writing, copyright permissions, editing, design, interviews with subject matter experts, and distribution. The contractor shall ensure that all materials are 508 compliant and notify the HAP point of contact once Government approved materials are published. The contractor shall obtain and furnish a copy of necessary releases of information to HAP in accordance with VA and VHA policy.

Deliverables:

- a. Programmatic Short Artifacts

8.6 Technical Communication Artifacts

Develop new outreach material that contains information on specific topics and seeks to translate complex information to users in an easy-to-follow format (i.e., Toolkit, White Paper, Infographic, Journey Map, Report, Road Map, Flow Charts, Reference Guide, and artifacts of similar complexity). This includes research of the subject matter, interviews with subject matter experts, content development, formatting, providing the copyright permissions, editing, design, and distribution. The contractor shall ensure that all materials are 508 compliant and notify the HAP point of contact once Government approved materials are published. The contractor shall obtain and furnish a copy of necessary releases of information to HAP in accordance with VA and VHA policy.

Deliverables:

- a. Technical Communication Artifacts

8.7 Articles

The contractor shall prepare articles for inclusion in VAntage, VA Insider, online HAP properties, blogs, health care related journals, Veterans Service Organizations communications, and other news medium. The contractor shall produce articles to include interviewing subject matter experts, research within VA and industry, writing, editing, copyright of images, signed photo releases as necessary via VA Form 10-3203, and approvals. The contractor shall engage directly with VHA Communications to promote distribution of approved content to Veteran specific publications. Articles involving partners shall be balanced to include information about VA/VHA and the partner, including quotations, links, and resource listings. The contractor shall ensure that all materials are 508 compliant and notify the assigned HAP point of contact once Government approved materials are published. The contractor shall obtain and furnish a copy of necessary releases of information to HAP in accordance with VA and VHA policy.

Deliverables:

- a. Articles

8.8 Video/Media Artifacts

The contractor shall prepare audio and visual content that includes interviewing subject matter experts in a format that allows users to share, listen to, and download. This content is meant to update and breakdown current events, topics of interest, or services and benefits available to the Veteran population. The contractor shall produce video and media artifacts to include interviewing subject matter experts, research within VA and industry, writing, editing, copyright of images, signed photo releases as necessary via VA Form 10-3203, and approvals from persons being interviewed via VA Form. Acceptable length of the artifacts is 15-30 minutes and is similar to a podcast, but not part of a series. The Contractor shall engage directly with VHA Communications to promote distribution of approved content to Veteran specific outlets. Artifacts involving partners shall be balanced to include information about VA/VHA and the partner, including quotations, links, and resource listings. The contractor shall ensure that all materials meet the necessary compliance requirements, specifically the VA Style Guide, and notify the assigned HAP point of contact once published. The contractor shall obtain and furnish a copy of necessary releases of information to HAP in accordance with VA and VHA policy.

Deliverables:

- a. Video/media Artifacts

8.9 Web Development/Management

The contractor shall complete source code or html/CSS code development for bulletins distributed through Gov Delivery on a recurring basis. The contractor shall provide recommendations and support for content placement, layout/design and organization on the HAP internal and external-facing online properties including the HAP website, the HAP intranet site, and the HAP VA SharePoint space. The contractor shall maintain sites, update and retire content, including graphic design elements to support the office and its mission (TeamSite & SharePoint Online). The contractor shall manage, review, and analyze online properties performance analytics to inform content and update recommendations. In the base year only, the contractor shall migrate content from current VHA Intranet Site to the HAP SharePoint site.

Deliverables:

- a. Monthly bulletins distributed through Gov Delivery (two related to VHA National Community Partnership Challenge, and more as needed)
- b. Monthly Report of changes to online properties, site content updates, Web Recommendations, and website analysis
- c. Base year - Content migration from VHA Intranet Site to HAP SharePoint.

8.10 Annual Report

The contractor shall develop an annual report to highlight HAP's achievements for the year, by featuring communications initiatives completed during that year with a focus on reporting the effectiveness of HAP communication plan in reaching its target audience to include metrics. The Government will provide specific metrics during creation of the annual contract management/communications plan. The annual report shall include at least (4) four introductory pages of new content used to articulate HAP key messages and successes for the year. Any pictures included in the introductory pages of the annual report will not be included in the page count. The annual report content shall include not only a summary, but also an analysis and synthesis of HAP highlights and achievements. The annual report format shall follow exactly the publication requirements of VHA, which specifies authorized document formats for content deliverables by VHA. The report shall have a minimum of forty-eight (48) pages with technical references listed.

Deliverables:

a. Annual Report

9.0 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:

Position Sensitivity and Background Investigation Requirements by Task

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

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

10.0 DELIVERABLE SCHEDULE

Note: Days used in the table below refer to calendar days unless otherwise stated.

Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government workday after the weekend or holiday.

Task	Deliverable / Description	Quantity	Delivery Date / Frequency
8.1 a.	Kick-off Meeting and Agenda	1 (annually)	Base Year and the start of a new Option Year: Within 5 days after award.
8.1 b.	Kick-off Meeting Minutes	1 (annually)	Base Year and the start of a new Option Year: Within 10 days after award.
8.2 a.	Contractor Management / Communications Plan	1 (annually)	Base Year and the start of a new Option Year: 10 Days after award

8.2 b.	Contractor Management / Communications Plan Updates	11 (annually)	Monthly
8.3 a.	Reporting Requirements Monthly Progress Report	12 (annually)	Within 5 business days of the month following the month being reported.
8.3 b.	Monthly Invoice	12 (annually)	Within 5 business days of the month following the month being invoiced.
8.4	Newsletter	4 (annually)	Base and Option Years: Quarterly. Initial newsletter due (Within 60 days of contract)
8.5	Programmatic Short Artifacts	36 (annually)	Base and Option Years: Average 3 per month. Delivery dates to be included in the approved CMCP.
8.6	Articles	56 (annually)	Average 4 per month with an additional 8 devoted to the National Community Partnership Challenge. Delivery dates to be included in the approved CMCP.
8.7	Technical Communication Artifacts	6 (annually)	Average 1 every other month Delivery dates to be included in the approved CMCP.
8.8	Video/Media Artifact	4 base, 6 for option years	Base -Quarterly Option Years - average 1 every other month Delivery dates to be included in the approved CMCP.
8.9 a.	Web Development Bulletins	12 (annually)	Monthly
8.9 b.	Web Development Monthly Report	12 (annually)	Monthly
8.9 c.	Web Development Content Migration	1	To be completed by March 31 st , 2023
8.10	Annual Report	1 High Quality Annual Report	Annually, first draft due July 2023 and Final Report is due September 15, 2023

10.1 METHOD AND DISTRIBUTION OF DELIVERABLES

The contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the task order. Acceptable electronic media includes: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

11.0 MATERIAL OTHER DIRECT COSTS (ODCs)

Government anticipates no ODCs will be necessary in the completion of the subject requirements.

12.0 TASK ORDER QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government 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 manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

Deliverable or Requirement	Performance Standard	Surveillance Method	Outcome
a. Tasks 8.1 – 8.10	<p>Services shall be provided in accordance with the Deliverable Schedule 100% of the time.</p> <p>Deliverables shall be free of grammatical and typographical errors 95% of the time</p>	<p>100% Inspection (evaluates all outcomes) - Each month, the COR will review all the Contractor's performance/generated documentation and document results accordingly. This assessment will be placed in the COR's QA file.</p> <p>The Nurse Executive in collaboration with the TO COR will review each Deliverable for quality/ timeliness according to criteria established in this TO.</p>	<p>Poor performance may result in issuance of a contractor Discrepancy Report (CDR). The contractor's performance on this TO will be reported to the Contractor Performance Assessment Reporting System (CPARS) on an annual basis. The CO and COR will make use of information from CDRs, as well as any additional knowledge and information available to them with respect to the contractor's performance, to complete the CPARS.</p> <p>The contractor shall correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable. Any contract deliverable that</p>

			<p>is deemed non-conforming upon resubmittal shall result in a 10% reduction to the applicable CLIN price.</p> <p>Continued repetitive errors may result in an unacceptable rating on performance report to be used as part of the evaluation criteria on future order competition.</p> <p>Any report delivered may become a part of the supporting documentation for any contractual action determining acceptable performance.</p>
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The contractor shall perform the tasks and complete the associated deliverables under this task order by the scheduled due dates within the overall period of performance. If the contractor cannot deliver those deliverables specified by this task order by the required due date, then the contractor shall provide a written explanation to the Contracting Officer (CO) within one (1) business day of the deliverable due date. This written transmittal shall include the reasons for the delay; when the contractor knew or should have known a delay would incur; due diligence taken to mitigate the problems, the impact on the overall project; and a firm commitment of when the work is to be completed.

The Government will have ten (10) business days to review each deliverable and provide feedback/comments. The contractor shall have five (5) business days to incorporate feedback/comments and make appropriate revisions. The contractor shall provide the revised version of each deliverable to the Contracting Officer Representative (COR) and VA Program Manager (VA PM). The COR will review and determine final acceptance by the Government. The COR will notify the contractor of final acceptance within five (5) business days.

The contractor shall be responsible for adhering to all pertinent VA standards including but not limited to ensuring that all documentation and deliverables are stored on appropriate VA servers within one week of their completion. The contractor shall use Microsoft Teams for all pertinent conference calls, and the VA Exchange server for all pertinent email. Upon assignment of VA email accounts, use of external email accounts for the purpose of VA communications and business shall be prohibited. The contractor shall be responsible for adhering to all pertinent VA information technology policies and procedures, which will be made available at the contractor's request on award.

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.

13.0 KEY PERSONNEL

- a. **Program Manager** - The contractor shall provide a Program Manager who has ten (10) years' experience in healthcare areas relevant to the tasks defined in this PWS. The Program Manager is defined as a person with a master's degree and experience relevant to the task order requirement. Such experience shall include planning, initiating, managing, executing and closing out programs in support of an integrated Health Care System. The Program Manager shall assist VA in the execution of targeted program goals. Additionally, contractor personnel shall possess a Project Management Professional (PMP) certification or similar in quality with a minimum of six years' experience supporting a large corporation or Government agency.
- b. **Subject Matter Expert (SME) - Communications** – The contractor shall provide a communications SME with at least ten (10) years' experience and who possesses corporate knowledge of large-scale communications in a health care setting; knowledge/experience with Veterans outreach and communication campaigns; media analysis regarding social media platforms; experience with implementing successful (proven) communications campaigns in an integrated health care setting. Provide expert advice related to strategic communications for both internal and external stakeholders.
- c. **Technical Writer/Editor Sr** – The contractor shall provide a Senior Technical Writer/Editor with a minimum of eight (8) years' experience performing tasks such as writing and editing materials, to include reports, regulations, articles, newsletters, magazines, news releases, training materials, brochures, interpretive handbooks, pamphlets, guidebooks, scholarly works, reference works, speeches, or scripts. This SME shall have strong experience with computer-based systems. This SME shall gather, analyze and compose technical information required for preparation of user manuals, training materials, installation guides, proposals, reports, etc. The SME shall edit functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. The SME shall conduct research and ensure the use of proper technical terminology and must possess strong understanding of medical and healthcare industry terminology. The SME shall translate technical information into clear, readable documents to be used by technical and non-technical personnel.
- d. **Technical Writer/Editor Jr** – The contractor shall provide a Junior Technical Writer/Editor with a minimum of two (2) years' experience performing tasks such as writing and editing materials, to include reports, regulations, articles, newsletters, magazines, news releases, training materials, brochures, interpretive handbooks, pamphlets, guidebooks, scholarly works, reference works, speeches, or scripts. The SME shall have strong experience with computer-based systems. The SME shall gather, analyze and compose technical information required for preparation of user manuals, training materials, installation guides, proposals, reports, etc. The SME shall edit functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. The SME shall conduct research and ensures the use of proper technical terminology and must possess strong understanding of medical and healthcare industry terminology. The SME shall translate technical information into clear, readable documents to be used by technical and non-technical personnel.
- e. **Marketing / Media Specialist** - The contractor shall provide a Marketing/Media Specialist with at least four (4) years of experience in both graphical communication and

computer programming to create media that responds to input and interacts with users. The Specialist shall be able to use programming languages and design programs employed in website design to complete their work. The Specialist shall create projects that range from online interactive experiences, create online exhibits, to projects like interactive surveys. The Specialist shall also have experience in developing new design tools and creating graphical interfaces.

- f. **Web Developer** – The contractor shall provide a Web Developer with at least four (4) years' experience performing tasks requiring use of IT to advance an organization's goals by creating websites for programs and projects. The Web Developer shall have working knowledge of TeamSite and GovDelivery. The Web Developer tasks include, but are not limited to, performing web development, computer programming and database integration; supporting data collection, statistical analysis and visualization of progress towards achieving objectives; articulating and assisting the customer with defining and refining product requirements; and supporting Data and Information Management tasks.

14.0 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. Within 3 business days after task order award, the contractor shall provide the COR with the full names of the contractor and subcontractor personnel under this task order in order to obtain a PIV card and to initiate a background investigation. The COR will coordinate any required introductions between the contractor and the applicable Government security office. The contractor shall be available to provide the COR with other information as needed in order to obtain a PIV and/or complete the background investigation.
- b. 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.
- c. The contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) Optional Form 306
 - 2) Self-Certification of Continuous Service
 - 3) VA Form 0710
 - 4) Completed SIC Fingerprint Request Form
- d. 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).
- e. The contractor personnel 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).
- f. 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.

- g. 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 shall 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.
- h. 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.
- i. 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.
- j. 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:

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

This remote access may provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, PAL, Primavera, and Remedy, including appropriate seat management and user licenses, depending upon the level of access granted. The contractor shall utilize government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The contractor shall not transmit, store or otherwise maintain sensitive data or products in contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with VA Handbook 6500, local

security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. The contractor shall ensure all work is performed in countries deemed not to pose a significant security risk. For detailed Security and Privacy Requirements (additional requirements of the contract consolidated into an addendum for easy reference) refer to ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED and ADDENDUM B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE.

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), and will be tracked therein. The TMS may be accessed at <https://www.tms.va.gov>. If you do not have a TMS profile, go to <https://www.tms.va.gov> 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 One-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): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2

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

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

A3.1. Section 508 – Electronic and Information Technology (EIT) Standards

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> and <http://www.section508.gov/content/learn/standards>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- ☒ § 1194.21 Software applications and operating systems
- ☒ § 1194.22 Web-based intranet and internet information and applications
- ☒ § 1194.23 Telecommunications products
- ☒ § 1194.24 Video and multimedia products
- ☒ § 1194.25 Self-contained, closed products
- ☒ § 1194.26 Desktop and portable computers
- ☒ § 1194.31 Functional Performance Criteria
- ☒ § 1194.41 Information, Documentation, and Support

A3.2. Equivalent Facilitation

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

A3.3. Compatibility with Assistive Technology

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

A3.4. Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for Section 508 Compliance before delivery. The Contractor shall be able to demonstrate Section 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

Deliverables:

- A. Final Section 508 Compliance Test Results

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 always wear visible identification 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, except for 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 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.

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. 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.

d. 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 onsite 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. 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.

8. 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.

9. 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.

10. 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.

11. 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. 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.

B5. 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 considering 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.

B6. 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, updated version located at <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4848>, 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.

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

13.0 APPLICABLE DOCUMENTS

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

1. VA Handbook 6500.6, "Contract Security," March 12, 2010
2. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
3. 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
4. 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
5. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
6. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103
7. 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>
8. VA Memorandum "Use of Personal Email (VAIQ #7581492)", April 24, 2015,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>

9. VA Memorandum "Updated VA Information Security Rules of Behavior (VAIQ #7823189)", September, 15, 2017,
<https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Base Year					
0001		1.00	EA	\$	\$
	Kick Off Meeting				
0002		1.00	EA	\$	\$
	Contractor Project Management/Communications Plan 8.2.a				
0003		11.00	EA	\$	\$
	Contractor Management / Communications Plan Updates 8.2.b				
0004		12.00	EA	\$	\$
	Monthly Progress Report				
0005		56.00	EA	\$	\$
	Articles				
0006		4.00	EA	\$	\$
	Newsletter				
0007		36.00	EA	\$	\$

	Programmatic Short Artifact				
0008		6.00	EA	\$	\$
	Technical Communications Artifact				
0009				NSP	\$
	Web Development/Management				
0009AA		1.00	EA	\$	\$
	Content migration from VHA Intranet Site to HAP SharePoint				
0009AB		12.00	MO	\$	\$
	Web Development/Management				
0010		4.00	EA	\$	\$
	Video/Media Artifacts				
0011		1.00	EA	\$	\$
	Annual Report				
Base Year Total					\$
Option Year 1					
1001		1.00	EA	\$	\$
	Kick Off Meeting				
1002		1.00	EA	\$	\$
	Contractor Project Management/Communications Plan 8.2.a				
1003		11.00	EA	\$	\$
	Contractor Management / Communications Plan Updates 8.2.b				
1004		12.00	EA	\$	\$
	Monthly Report				
1005		56.00	EA	\$	\$
	Articles				
1006		4.00	EA	\$	\$
	Newsletter				
1007		36.00	EA	\$	\$
	Programmatic Short Artifact				
1008		6.00	EA	\$	\$
	Technical Communications Artifact				
1009		12.00	MO	\$	\$

	Web Development/Management				
1010		4.00	EA	\$	\$
	Video/Media Artifacts				
1011		1.00	EA	\$	\$
	Annual Report				
Option Year 1 Total					\$
Option Year 2					
2001		1.00	EA	\$	\$
	Kick Off Meeting				
2002		1.00	EA	\$	\$
	Contractor Project Management/Communications Plan 8.2.a				
2003		11.00	EA	\$	\$
	Contractor Management / Communications Plan Updates 8.2.b				
2004		12.00	EA	\$	\$
	Monthly Report				
2005		56.00	EA	\$	\$
	Articles				
2006		4.00	EA	\$	\$
	Newsletter				
2007		36.00	EA	\$	\$
	Programmatic Short Artifact				
2008		6.00	EA	\$	\$
	Technical Communications Artifact				
2009		12.00	MO	\$	\$
	Web Development/Management				
2010		4.00	EA	\$	\$
	Video/Media Artifacts				
2011		1.00	EA	\$	\$
	Annual Report				
Option Year 2 Total					\$
Option Year 3					
3001		1.00	EA	\$	\$
	Kick Off Meeting				
3002		1.00	EA	\$	\$

	Contractor Project Management/Communications Plan 8.2.a				
3003		11.00	EA	\$	\$
	Contractor Management / Communications Plan Updates 8.2.b				
3004		12.00	EA	\$	\$
	Monthly Report				
3005		56.00	EA	\$	\$
	Articles				
3006		4.00	EA	\$	\$
	Newsletter				
3007		36.00	EA	\$	\$
	Programmatic Short Artifact				
3008		6.00	EA	\$	\$
	Technical Communications Artifact				
3009		12.00	MO	\$	\$
	Web Development/Management				
3010		4.00	EA	\$	\$
	Video/Media Artifacts				
3011		1.00	EA	\$	\$
	Annual Report				
Option Year 3 Total					\$
Option Year 4					
4001		1.00	EA	\$	\$
	Kick Off Meeting				
4002		1.00	EA	\$	\$
	Contractor Project Management/Communications Plan 8.2.a				
4003		11.00	EA	\$	\$
	Contractor Management / Communications Plan Updates 8.2.b				
4004		12.00	EA	\$	\$
	Monthly Report				
4005		56.00	EA	\$	\$
	Articles				
4006		4.00	EA	\$	\$

	Newsletter				
4007		36.00	EA	\$	\$
	Programmatic Short Artifact				
4008		6.00	EA	\$	\$
	Technical Communications Artifact				
4009		12.00	MO	\$	\$
	Web Development/Management				
4010		4.00	EA	\$	\$
	Video/Media Artifacts				
4011		1.00	EA	\$	\$
	Annual Report				
Option Year 4 Total					\$
GRAND TOTAL					\$

SECTION C - CONTRACT CLAUSES

C.1 VECTOR ORDER INTRODUCTORY LANGUAGE

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

C.2 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 30 days.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five (5) years.

(End of Clause)

C.4 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

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

☒ 852.203–70, Commercial Advertising.

☐ 852.209–70, Organizational Conflicts of Interest.

☐ 852.211–70, Equipment Operation and Maintenance Manuals.

☐ 852.214–71, Restrictions on Alternate Item(s).

☐ 852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

☐ 852.214–73, Alternate Packaging and Packing.

☐ 852.214–74, Marking of Bid Samples.

☐ 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.

☐ 852.215–71, Evaluation Factor Commitments.

☐ 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.

☐ 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.

- ☐ 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.
 - ☐ 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
 - ☐ 852.216–75, Economic Price Adjustment—Fuel Surcharge.
 - ☐ 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
 - ☒ 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
 - ☐ 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
 - ☐ 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
 - ☐ 852.228–70, Bond Premium Adjustment.
 - ☐ 852.228–71, Indemnification and Insurance.
 - ☐ 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
 - ☒ 852.232–72, Electronic Submission of Payment Requests.
 - ☒ 852.233–70, Protest Content/Alternative Dispute Resolution.
 - ☒ 852.233–71, Alternate Protest Procedure.
 - ☐ 852.237–70, Indemnification and Medical Liability Insurance.
 - ☐ 852.246–71, Rejected Goods.
 - ☐ 852.246–72, Frozen Processed Foods.
 - ☐ 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
 - ☒ 852.270–1, Representatives of Contracting Officers.
 - ☐ 852.271–72, Time Spent by Counselee in Counseling Process.
 - ☐ 852.271–73, Use and Publication of Counseling Results.
 - ☐ 852.271–74, Inspection.
 - ☐ 852.271–75, Extension of Contract Period.
 - ☐ 852.273–70, Late Offers.
 - ☐ 852.273–71, Alternative Negotiation Techniques.
 - ☐ 852.273–72, Alternative Evaluation.
 - ☐ 852.273–73, Evaluation—Health-Care Resources.
 - ☐ 852.273–74, Award without Exchanges.
- (b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:
- ☐ 852.237–74, Nondiscrimination in Service Delivery.
- (End of Clause)

C.5 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

- (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, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.
- (c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.
- (d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101,

Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.6 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) ☒ Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) ☐ General construction. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) ☐ Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

- (i) Referral to the VA Suspension and Debarment Committee;
- (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
- (iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. The Contracting Officer may, at their discretion, require the Contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the Contracting Officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting

requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed, and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, *[insert name of offeror]* will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of *[insert name of offeror]*.

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.7 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

C.8 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>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020

52.212-4	CONTRACT TERMS AND CONDITIONS -COMMERCIAL PRODUCTS AND SERVICES	NOV 2021
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAY 2020

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT A – PAST PERFORMANCE QUESTIONNAIRE

See Attachment A – Past Performance Questionnaire

D.2 ATTACHMENT B – PRICE SCHEDULE

See Attachment B – Price Schedule

SECTION E - SOLICITATION PROVISIONS

E.1 INSTRUCTIONS TO OFFERORS

In addition to information provided by FAR Clause 52.212-1 Instructions to Offerors – Commercial Items The following instructions are provided to Offerors:

A. Acquisition Task Order Management System (ATOMS) Submissions

- (a) Indicate your intention to provide a Task Order Proposal Request (TOPR) via the Virtual Office of Acquisition (VOA) Acquisition Task Order Management System (ATOMS) on or before close of business on the date specified on the SF1449, Block 20. It is requested that a negative response be provided as well.
- (b) All questions from offerors regarding this task order shall be submitted via the VOA ATOMS on or before close of business on the date specified on the SF1449, Block 20. It is requested that all questions be combined into one Microsoft Word document per offeror.
- (c) If you choose to submit a TOPR, it shall be submitted via the VOA ATOMS on or before date/time specified on the SF1449, Block 8.
- (d) The offeror shall propose a solution using labor categories available under VECTOR Service Group 1 only.
- (e) Offerors are encouraged to offer discounts off their scheduled rates.
- (f) Additional Instructions:
 - 1. Prime contractors within this Service Group may not establish a prime/subcontractor relationship with other primes within this Service Group to propose on this TOPR. Any proposal that includes this type of arrangement will be ineligible for award and will not be evaluated.
 - 2. A subcontractor may only be proposed on one proposal per TOPR. If a subcontractor is proposed on multiple proposals, then each proposal will be ineligible for award and will not be evaluated.
 - 3. After award, any changes to the proposed subcontracting structure (at any level) must be approved by the Contracting Officer. Changes that would have resulted in evaluation in a different Tier may not be approved.
 - 4. All SDVOSB and VOSB subcontractors must be VetBiz Verified and certified in SAM under NAICS code 541611 in order to qualify for Tier 1. All Small Businesses must be certified in SAM under NAICS code 541611 as a small business in order to qualify for Tier 2. Verification in VetBiz alone does not meet the requirements for size standard authentication. Subcontractors must also be certified in SAM.gov following SBA guidelines for certification as a small business

B. 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 a Microsoft Excel (.xls/.xlsx), Microsoft Word (.doc/.docx), or Acrobat (.pdf) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations 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. The use of hyperlinks in proposals is prohibited.

If the offeror submits annexes, documentation, attachments, or the like, not specifically required by this solicitation, such will count against the offeror's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions, or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.

File Packaging:

The proposal files shall be submitted individually by Volume. Compressed (zipped) files will not be accepted.

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.

Volumes:

Proposals submitted in response to this solicitation shall contain the following in separate volumes:

Volume Number	Evaluation Factor	File Name	Page Limitations
Volume I	Technical Capability	[Offeror Name] Tech.doc/ docx/pdf	15 Total Pages Additional Appendix allowable for Artifacts
Volume II	Key Personnel	[Offeror Name] Key. doc/ docx/pdf	3 pages per resume for each contractor proposed key personnel
Volume III	Performance Risk	[Offeror Name] Performance. doc/ docx/pdf	Past Performance Questionnaires (PPQs): Maximum of 3 to be submitted by references. 3 pages maximum per PPQ. Maximum of 3 pages per Contract on submitted list

Volume IV	Price	[Offeror Name] Price.xls/.xlsx	None (submit Attachment B spreadsheet)
Volume V	SF1449, Amendments (SF 30s) & Other Documents	[Offeror Name]. doc/ docx/pdf	None

The cover page, table of contents, and a glossary of abbreviations or acronyms will not be included in the page count of any Volume.

1. VOLUME I - TECHNICAL CAPABILITY

Under no circumstances shall any pricing be included in the Technical Capability. The offeror shall demonstrate their technical capability through their staffing, scoping and project management, and situational awareness.

2. VOLUME II – KEY PERSONNEL

The offeror shall submit resumes for the proposed key personnel described in the Performance Work Statement (PWS). The proposed personnel staffing résumés must meet the minimum qualifications as described in PWS and the VECTOR base contract. In addition to the key personnel, the contractor's proposal shall demonstrate adequate staffing to ensure quality and timeliness of all required deliverables)

3. VOLUME III – PERFORMANCE RISK

The offeror shall submit a list of up to three contracts/task orders completed during the past three years that are similar to the solicitation size, scope and complexity. The Government will make the determination of relevance (based on size, scope, and complexity of requirement). Contracts listed may include those entered into by the Prime Contractor or major subcontractor with the Federal Government, agencies of state and local governments and commercial concerns. For the purposes of this solicitation, a major subcontract is defined as 20% of the total contract effort. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall include the following information for each contract and/or subcontract listed, organized by the Sections outlined below.

Section I: Contract Descriptions

- a. Name of Contracting Organization
- b. Contract Number and Task Order Number, if applicable (for subcontracts, provide the prime contract number and the subcontract number)
- c. Contract Type
- d. Awarded Price/Cost
- e. Final or Projected Final Price/Cost
- f. Description of Requirement (Include detail on how the effort is relevant to the requirements of this solicitation.)
- g. Contracting Officer's Name and Telephone Number
- h. Program Manager's Name and Telephone Number
- i. North American Industry Classification System (NAICS) Code

Section II: Performance

The offeror shall provide information on problems encountered on the identified contracts and the offeror's corrective actions. For any contracts/task orders that did not/do not meet original cost, schedule, or technical performance requirements, provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall indicate if any of the contracts listed were terminated and the reasons for the termination.

Section III: New Corporate Entities

New corporate entities may submit data on prior contracts involving its officers and employees. In addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance. The Government may consider past performance information obtained through other sources which is reasonably available and determined to be relevant. Past performance information obtained will be used for both the responsibility determination and best value decision.

Past Performance Questionnaires (PPQs)

The offeror may submit a maximum of three Past Performance Questionnaires (PPQs) (See attachment A of this solicitation). The offeror shall distribute the PPQ found in the solicitation to a point of contact (POC) for each of the past performance references found in the above-mentioned narrative. The Government will accept only one completed PPQ per reference and a maximum of three completed PPQs.

The offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CO and the CS at christina.heller@va.gov and ryan.poe@va.gov NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment).

4. VOLUME IV - PRICE

Offerors shall submit a completed Attachment B: Price Schedule. For Base Period and all Option Periods, Offerors must propose pricing for each fixed price line item according to the quantities listed in the Price Schedule. Attachment B shall be submitted as a Microsoft Excel (.xls/.xlsx) file.

Hourly rates proposed within each task order period (base, option one, option two) apply to that entire period, inclusive of all optional additional labor CLINs.

5. VOLUME V - SF1449, Amendments (SF 30s) & Other Documents

Offerors shall sign and return the SF1449 and all Amendments and submit as its Volume IV.

E.2 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

The Government will award an order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government price and other factors considered.

1. BASIS FOR AWARD

Awards will be made on a best value basis using a trade-off process. The best value determination will be made by evaluating the following factors in descending order of importance: Technical Capability, Performance Risk, and Price. Technical Capability and Performance Risk when combined are significantly more important than Price. It should be noted that award may be made to other than the lowest priced offerors, if the Government determines that a price premium is warranted due to merits of the non-price factor(s).

The Government reserves the right to award with or without discussions based upon the initial evaluation of proposals. As such, offerors are encouraged to submit their best technical and price proposal.

2. EVALUATION APPROACH –

All proposals shall be subject to evaluation by a team of Government personnel.

Proposals will be evaluated using a tiered approach. This approach is mandatory in all Task Orders Proposal Requests (TOPRs). The review will consist of three tiers. The tiers are defined as follows:

Tier 1 - SDVOSBs that team/subcontract exclusively with SDVOSBs and VOSBs

Tier 2 - SDVOSBs that team/subcontract with Small Businesses (Other than SDVOSBs and VOSBs), Joint Ventures that include Small Businesses

Tier 3 - SDVOSBs that team/subcontract with Large Businesses, Joint Ventures that include Large Businesses

All SDVOSB and VOSB subcontractors must be VetBiz Verified and certified in SAM under NAICS code 541611 in order to qualify for Tier 1. All Small Businesses must be certified in SAM under NAICS code 541611 in order to qualify for Tier 2. Verification in VetBiz alone does not meet the requirements for size standard authentication. Subcontractors must also be certified in SAM.gov following SBA guidelines for certification as a small business.

Tier 1 proposals will be evaluated first. After the review of Tier 1 proposals, if an award can be made that can be determined a best value to the Government, no additional tiers will be reviewed.

If a best value determination cannot be supported to make an award in Tier 1, the Government will evaluate Tier 2 proposals for award. After the evaluation of Tier 2 proposals (if needed), if an award can be made that can be determined a best value to the Government, no additional tiers will be reviewed. If a best value determination cannot be supported to make an award in Tier 2, the Government will evaluate Tier 3 proposals for award. Tiers 2 and 3 will not be evaluated if a best value award can be made in after the evaluation of Tier 1 proposals.

The proposals will be evaluated strictly in accordance with their written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient and will be rated Unsatisfactory and thus, ineligible for award. A price analysis will not be conducted on any proposal that is rated as Unsatisfactory. The proposals will be evaluated for Technical Capability, Key Personnel, Performance Risk, and Price as follows:

TECHNICAL CAPABILITY

The Government will evaluate Technical Capability as follows:

Government will assess its level of confidence that the offeror will successfully perform all requirements based on the technical capability (including staffing, scoping and project management, and situational awareness), key personnel qualifications, and experience. Therefore, for each factor, the offeror shall provide sufficient information for the Government to determine its level of confidence in the ability of the offeror to perform the requirements of the solicitation based on an assessment of factors below. The Offerors are asked to specifically address the following elements to demonstrate their technical capabilities:

- Written approach outlining processes used to meet the requirement with an example of how the processes described were used to overcome a barrier to meeting a past requirement. Emphasis on meeting quantity, quality, and timeliness of deliverables.
- Demonstration of Quality Control outlining processes used by the offeror with an escalation procedure for repeat issues (by contractor). Describe mechanisms put in place to prevent future re-occurrence of issues identified.
- Plan to address deviation from communication plan (in terms of quality, timeliness, or quantity).
- Written demonstration of working with a government agency with security/firewall barriers.
- Plan for research of salient facts before developing draft to include parent web sites, related private and public sector health care information, and military and Veteran considerations.
- Staffing proposal (to include proposed work breakdown/distribution among team members and quantity by role.)
- Example artifacts (video/flyers/website for example marketing/communications focused requirements. Artifacts must demonstrate ability to create content for different audiences (staff, Veterans, external stakeholders) at the appropriate grade level.

KEY PERSONNEL

The Government will evaluate resumes for the Project Manager, SME (Communications)– Technical Writer/Editor Sr., Technical Writer/Editor Jr., Marketing / Media Specialist and Web Developer and establish a confidence rating based upon the extent to which each key person's education, certification, and experience meets or exceeds the personnel requirements in the PWS, Key Personnel. Resumes that exceed the minimum requirements may lead to greater Government confidence.

PERFORMANCE RISK

Past experience will be evaluated to determine to what extent the contractor demonstrated compliance with prior contract requirements for similar work and scope, timely delivery, and technical excellence.

The review of past performance submissions will consider all relevant knowledge of and experience with projects similar to the scope and complexity of this Solicitation. More relevant projects will include those which provide examples of the following:

- Past successful contract completion to include deadlines, number and type of artifacts, and satisfaction. Also includes contract metric examples and deliverable outcomes (such as number of website hits, number of placed social media).
- High visibility, dynamic, and visually appealing Articles, Newsletters, Programmatic Short Artifacts, Social Media content, web development, annual reports and multimedia presentations.
- Previous work with organizations of similar size and scope as VA noting completing a comparable number and complexity of artifacts noted in the PWS with a one year period of performance.
- Finished products that include diversity, targeted populations, and representation.
- Experience writing for a health care agency, targeting at an 8th grade reading level, and teasing out the human-interest angle while communicating the main point(s)

The evaluation will only consider references which are timely (defined as services performed within the last three years) and relevant (defined as services which, when considered as a whole, meet much of the size, scope, and complexity compared to the PWS of this requirement). The Government will consider past performance for the proposed prime contractor to be significantly more important than past performance submitted for any other member of the contractor structure. For the purposes of evaluating prime contractor past performance, the prime contractor is defined as the contractor identified in Block 17a of the SF 1449. Projects performed by contractors other than the prime contractor, such as teaming partners or subcontractors, will not be evaluated as prime contractor past performance, unless those other contractors are part of a joint venture contractor as demonstrated by a signed joint venture agreement.

Past performance is a measure of the degree to which a contractor satisfied its customers in the past and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires (PPQs) to determine the quality of services previously provided, including aspects of cost, schedule, quality of products or services, timeliness of performance or adherence to delivery schedules, and effectiveness in project/program management. The Government reserves the right to evaluate any other information available to the Government through the PPQs or other available resources. The Government will consider the level of risk associated with the contractor's past performance. A contractor without a record of relevant past performance or for whom information on past performance is not available; the contractor may not be evaluated favorably or unfavorably on past performance.

The offerors' proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements similar in size, scope, and complexity to this solicitation. The Government may choose to evaluate publicly available reports, and data from the Contractor Performance Assessment Reporting System (CPARS). The Government may use present and past performance data obtained from a variety of sources, not just those contracts identified by the offeror.

PRICE

The Government will evaluate price to determine whether or not it is considered fair and reasonable.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within 60 days of the submission of the offer, shall result in a binding contract without further action by either party. Within 60 days of the submission of the offer, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:
U.S. Department of Veterans Affairs
OPAL | Strategic Acquisition Center - F
5202 Presidents Court, Suite 103
Frederick MD 21703

Mailing Address:
U.S. Department of Veterans Affairs
OPAL | Strategic Acquisition Center - F
5202 Presidents Court, Suite 103
Frederick MD 21703

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

(End of Provision)

E.5 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>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 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.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 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.
- (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)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

