

DEPARTMENT OF VETERAN AFFAIRS (VA)
VA101V-14-Q-0621
WESTERN REGION TUTORING
MULTIPLE AWARD
BLANKET PURCHASE AGREEMENT (BPA)
PERFORMANCE WORK STATEMENT (PWS)

SECTION I – BACKGROUND

A. INTRODUCTION

1. The Department of Veterans Affairs (VA) has authority, pursuant to Title 38 U.S.C. Chapters 18, 31, 35, and 36 to provide all services and assistance necessary to enable eligible Veterans with service-connected disabilities to obtain and maintain suitable employment and if not employable, achieve independence in daily living to the maximum extent feasible. In the discharge of this responsibility, each Vocational Rehabilitation and Employment Service (VR&E) Division within VA Regional Offices (RO) undertakes an initial evaluation of the Veteran to determine his or her entitlement for these services and assistance and develops, in cooperation with the Veteran, an Individualized Written Plan of Services.
2. The Veterans Benefits Administration (VBA), Department of Veterans Affairs (VA) is charged with providing educational assistance to service-connected disabled Veterans through VR&E services in achieving education goals and when necessary to provide tutorial assistance when additional support is required.

B. QUALIFICATION REQUIREMENTS FOR TUTORING PROVIDERS

1. Tutors, in the performance of services under this BPA, must be approved by the VR&E Counselor prior to the provision of any services under this BPA. Tutors must, at a minimum, possess a bachelor's degree or higher-level degree from an accredited university. Transcripts must be on file for review by the VR&E Counselor and the VR&E Counselor may request the Contractor to verify the educational qualifications of tutors providing assistance under this BPA. Optimally, the degree should be in the same or similar area in which they are providing tutoring services. For example, someone providing Math tutoring should possess a degree in Mathematics, Engineering, Computer Science, or similar Math related field.
2. The Government reserves the right to examine, and approve or disapprove the Contractor's staff based on information provided in transcripts and/or resumes.

SECTION II – SCOPE/PERFORMANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. The contractor must provide all services, materials, labor, tools, equipment, transportation, facilities, and supervision to provide Tutoring Services in accordance with this Performance Work Statement. All services must be performed in accordance with the BPA terms and conditions set forth herein. The minimum materials the tutor will use is the Veteran's school textbooks. The Contractor will provide instruction as set forth in paragraphs (3) and (4) below, during the period of performance prescribed on each referral made under this BPA. The specific courses or areas of tutoring the contractor is required to provide services in will also be stated on each referral form. This BPA only applies to Veterans who are approved and designated by the Department of Veterans Affairs as being entitled to vocational rehabilitation training under Chapter 31, Title 38. U.S.C.
2. The Contractor must make contact with the Veteran within two calendar days of the date of the referral, and must commence the tutoring session as soon as the schedule of the Veteran permits. The Contractor will provide such courses of instruction at the fees indicated on Schedule B, Schedule of Prices.
3. The Contractor must furnish outright to the Veteran, as needed, such books, supplies, and other equipment as are necessary for the satisfactory pursuit and completion of the courses as referred to in paragraph (1) above. Prior to the furnishing of additional books, supplies or other equipment deemed necessary to satisfactorily complete the course for which the Veteran is receiving tutoring, the Contractor must obtain written approval from the VR&E Counselor prior to any purchase. The VA will compensate the Contractor only for the books, supplies, and equipment with written approval.

B. SCOPE OF SERVICES

1. The Contractor is required to provide tutoring at the college level in a wide variety of subjects.
2. The subjects include, but not limited to low to high levels of mathematics; English, Writing, Business, Statistics, Economics, Biological Sciences, Anatomy, Physiology, Chemistry, Physics, Nursing, and General Education.

C. PERFORMANCE REQUIREMENTS/GOALS

1. As part of the services provided under this BPA, the Contractor must provide a written final report for tutoring services for each Veteran referred to the Contractor. The report must describe the Veteran's progress in course the Contractor is providing tutoring.

2. The Contracting Officer and VR&E Counselor shall also monitor the performance of the Contractor based on the Contractor Performance Plan.

SECTION III – SPECIAL BPA REQUIREMENTS

A. GENERAL REQUIREMENTS

1. The Contractor must be aware of the following information and/or comply with the following requirements when providing service under this BPA:
 - a. Unless otherwise specified, all timelines in the BPA refer to calendar days.
 - b. All references to Veterans in this document pertain to Service members who qualify for services.
 - c. The Contractor must not use any portion of the Veterans Social Security Number (SSN) in any documents.
 - d. No obligation is incurred under this BPA by the Government for any service or benefits provided to, or on behalf of a Veteran without prior authorization issued by the VR&E Counselor or Contracting Officer. Under no circumstance may a contractor provide services in the absence of a referral for a specific Veteran. Under no circumstances may a contractor engage in outreach or other activities designed to solicit referrals.
 - e. For appointments/meetings that are missed or rescheduled by the Veteran, the Contractor must notify the VR&E Counselor and the Contracting Officer.
 - f. Invoices may not be submitted until VA certifies acceptable performance of deliverables. VA will review deliverables within five business days of receipt and provide notification of acceptance or need for corrective action. Invoices will include certification of accepted deliverables.
 - g. All remaining tutoring hours expire if/when the Veteran withdraws from the course or when the Veteran notifies VR&E of intent to withdraw from the course; either self-executed or administratively by the school.

B. PLACE OF TUTORING/PROVISION OF SERVICES

1. The place of tutoring must be acceptable to the VR&E Counselor and the Veteran.
2. The tutoring location must meet all applicable requirements for accessibility mandated by the Americans with Disabilities Act of 1990, and subsequent amendments.

C. GEOGRAPHIC COVERAGE

1. The contractor is required to meet the Veteran in a location that does not provide any undue transportation burden on the Veteran. No transportation funds are available to Tutors or Veterans.
2. The contractor may be required to provide services under this BPA in any of the following United States:
 - a. Arizona
 - b. California
 - c. Hawaii
 - d. Idaho
 - e. Montana
 - f. New Mexico
 - g. Oregon
 - h. Utah
 - i. Washington
 - j. Other States to be determined if applicable.

D. INVOICING INSTRUCTIONS

1. The Contractor must submit an original invoice to the address designated below to receive invoices.
2. Invoices are submitted per deliverable no more than once a month.
3. Invoices are submitted by email to the VR&E Counselor, with a copy to the Contracting Officer.
4. An invoice must include:
 - a. Regional Office's Address and VR&E Counselor's Name, both of which will be provided on the Tutor Request Form (TRF).
 - b. Contractor's address, and name, title, and phone number of Contractor's Point-of-Contact.
 - c. Invoice date and Contractor's invoice number.
 - d. BPA number, task order number, BPA line item number, and referral order number. Contractors must provide a separate invoice for each Veteran.
 - e. Description, span of time/dates when billed services were rendered to Veterans, quantity, unit of measure, unit price and extended price of the service(s) rendered.

For example: 01 November 201X - 30 November 201X; Tutoring Services for John E. Doe 12 HR x \$25.00 = \$300.00

- f. Invoices are handled in accordance with the Prompt Payment Act (31 U.S.C. § 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.
- g. Only invoices for services rendered in accordance with this BPA may be submitted for payment and may be paid by Government purchase card, if applicable.
- h. Duplicate payment is not allowable and must be repaid to the VA if invoiced services were the result of duplicate billings, services were not received by Veterans and/or do not meet the requirements under the BPA. Failure to meet requirements include, but not limited to, issues as not meeting performance standards, not fully completing services specified in issued task orders, not submitting documentation of services related to VA accepted deliverables under the BPA, or for services which cannot be confirmed as appropriate by Veterans.

D. PRIVACY PROTECTION RIGHTS

- 1. The Contractor must advise the Veteran of the Protection of Privacy, before tutoring services commence, and have the Veteran sign VA Form 28-8739a, Protection of Privacy Information Statement, which must be provided upon assignment of each task with original to VR&E Counselor and copy to the Veteran.
- 2. If the Veteran declines to sign the statement, but opts to continue the tutoring services, the fact that he/she has been orally advised of the contents of the Protection of Privacy Statement must be documented in the Contractor's report and the tutoring services may continue.
- 3. Invoices shall NOT include the Veteran's Social Security number as identification. The last four numbers or case number are acceptable.

E. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENTS

- 1. GENERAL: All Contractors and Contractor personnel are subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. §552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program which is available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS: The Contractor will not have access to VA Information and/or VA Information Systems. The C&A Requirements do not apply and a security accreditation package is not required.
3. VA INFORMATION CUSTODIAL REQUIREMENTS: VA information provided to the Contractor for either the performance or administration of this BPA shall only be used for those purposes. No other use is permitted without the Contracting Officer's express written authorization. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1). The Government shall retain the rights to all data and records produced in the execution or administration of this BPA. Information generated by the Contractor as part of the contractor's normal business operations, such as medical records created in the course of providing treatment, is subject to review by the Office of General counsel OCG to determine if the information is the property of VA and subject to VA policy. If the information is determined by OCG to not be the property VA, the restrictions required for VA information will not apply. VA information will not be co-mingled with any other data on the contractors/subcontractors information systems/media storage systems in order to ensure VA requirements related to media sanitization can be met. VA also reserves the right to conduct on-site inspection of information destruction/media sanitization procedures to ensure they are in compliance with VA policy requirements. Prior to termination or completion of this BPA, Contractor will not destroy information received from VA or gathered or created by the Contractor in the course of performing this BPA without prior written approval by the CO. A Contractor destroying data on VA's behalf shall do so 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, and applicable VA Records Control Schedules Contractor will receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of this BPA and applicable federal and VA information confidentiality and security laws, regulations and policies. Applicable federal information security regulations include all Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). If federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the BPA, or if NIST issues or updates applicable FIPS after execution of this BPA, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in this BPA. Contractors collecting, storing, or disseminating personal identifiable information (PII) or protected health information (PHI) data must conform to all pertinent regulations, laws, and VA directives related to privacy. Contractors must provide access for VA privacy reviews and assessments and provide appropriate documentation as required. The Contractor shall not make

copies of VA information, electronic or otherwise, except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the BPA, it shall be sufficient grounds for VA to terminate the BPA for default or terminate for cause under Federal Acquisition Regulation ("FAR") part 12. The Contractor will store, transport or transmit VA sensitive information in an encrypted form, using a VA-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard. The Contractor's firewall and Web services security controls, if applicable, must meet or exceed VA's minimum requirements. VA directives are available on the VA directives Web site at <http://www1.va.gov/vapubs/>. Except for uses and disclosures of VA information authorized by this BPA for performance of the BPA, the contractor 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's prior written approval. The contractor will refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA Contracting Officer for response. Notwithstanding the provision above, the contractor must not release medical quality assurance records protected by 38 U.S.C. 5705 or records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus protected under 38 U.S.C. 7332 under any circumstances, including in response to a court order, and must immediately refer such court orders or other inquiries to the VA contracting officer for response. The Contractor shall not use technologies banned in VA in meeting the requirements of the BPA (e.g., Bluetooth-enabled devices).

SECTION IV – CONTRACTOR PERFORMANCE PLAN					
TUTORING SERVICES					
REQUIREMENTS	TASKS	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	INDICATOR	SURVEILLANCE METHOD
Eligible Veterans are contacted with two (2) calendar days after receipt of referrals from the VR&E Counselor or Contracting Officer.	Contractor must contact the Veteran and arrange date and time of tutoring sessions.	Timeliness and quality: 95%.	90%	Veteran is contacted within two calendar days after referral and authorization; Veteran is contacted with a follow-up reminder within 24 hours of the initial tutoring session.	Review of final report, and feedback from Veteran.
The Contractor must provide one-on-one tutoring sessions in accordance with the referral.	<p>Contractor must discuss Veteran's expectations, and determine what are the required materials and supplies.</p> <p>Contractor determines the weakness areas requiring improvement, and provides tutoring for the Veteran to successfully complete of the course. The goal of the tutoring is to enhance the Veteran's ability to successfully complete course work with minimal assistance, and to increase the Veteran's confidence in his/her ability to successfully complete course examinations.</p>	Veterans Achieve Minimum Passing Grade for the Course, as required for the approved degree program.	90%	Grade Reports Submitted by the School or Veteran to the VR&E Counselor	Review of final report, and feedback from Veteran.