

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 101-14-4-1325-0110		PAGE 1 OF 64	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA777-14-Q-0244	
6. SOLICITATION ISSUE DATE 09-12-2014		7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANTHONY BALESTRERI		b. TELEPHONE NO. (No Collect Calls) 314-894-6656 X65111	
8. OFFER DUE DATE/LOCAL TIME 09-19-2014 5:00		9. ISSUED BY Department of Veteran Affairs SAO East PCAE STL Contracting Officer 11152 South Towne Square Saint Louis MO 63123		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		NAICS: 541611 SIZE STANDARD: \$15 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO Department of Veteran Affairs Employee Education System (EES) 11152 South Towne Square Saint Louis MO 63123		16. ADMINISTERED BY Department of Veterans Affairs SAO East PCAE STL Contracting Officer 11152 South Towne Square Saint Louis MO 63123		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-EES ATTN: 104/MAILPREP P.O. BOX 149971 Austin TX 78714		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE:	
FAX:		25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page		26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Anne Cardenas			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31c. DATE SIGNED			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00777

Department of Veteran Affairs

SAO East

PCAE STL Contracting Officer

11152 South Towne Square

Saint Louis MO 63123

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

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

Department of Veterans Affairs

FMS-EES

ATTN: 104/MAILPREP

P.O. BOX 149971

Austin TX 78714

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

AMENDMENT NO	DATE
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## B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO 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. 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 CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. 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 CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## B.3 Price/Cost Schedule

### Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Project Management, per PWS 5.1.1 Task 1	12.00	MO		
0002	Program Management Support, per PWS 5.1.2 Task 2	12.00	MO		
0003	Schedule Management Support, per PWS 5.1.3 Task 3	12.00	MO		
0004	Risk Management Support, per PWS 5.1.4 Task 4	12.00	MO		
0005	Administrative Support and Facilitation Services, per PWS 5.1.5 Task 5	12.00	MO		
0006	Purchased Care Support, per PWS 5.1.6 Task 6	12.00	MO		
0007	Education and Training, per PWS 5.1.7 Task 7	12.00	MO		
0008	Transition Plan, per PWS	1.00	MO		

## 5.1.8 Task 8

## OPTIONAL TASK

0009	Travel - Cost reimbursable line item. Receipts must be provided for reimbursement and all travel must be pre-approved by the COR. Travel must be IAW the Federal Travel Regulations.	1.00 LT		
				<b>GRAND TOTAL</b>

**PERFORMANCE WORK STATEMENT**  
**U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)**  
**VETERANS HEALTH ADMINISTRATION (VHA)**  
**CHIEF BUSINESS OFFICE (CBO)**

**PROGRAM MANAGEMENT OFFICE SUPPORT SERVICES**

**TITLE OF PROJECT:** CBO Project and Program Management Services in support of Public Law 113-146 The Veterans' Access to Care through Choice, Accountability, and Transparency Act of 2014 (known as the Act)

**1. PURPOSE:** CBO was tasked as the co-lead for implementation of Title I of The Public Law 113-146 The Veterans' Access to Care through Choice, Accountability, and Transparency Act of 2014. In response to this, COB must assemble resources across all service lines to develop and implement business processes and systems to support the requirements of Title I. The Chief Business Office Purchased Care (CBOPC) business line is responsible for a broad range of activities and programs to support the delivery of health care benefits for Veterans and their family members. The oversight and management of these programs fall under the direction of CBOPC and are separated by systems, applications, policies and architecture. Veteran programs are the central focus of this Performance Work Statement. In addition, other business lines such as the CBO Business Policy Office are responsible for providing principle oversight and management of administrative aspects of VA health care benefits.

**2. BACKGROUND:** Non-VA Care is medical care provided to eligible Veterans outside of the VA when VA facilities are not available. Also known as 'Fee Basis', all VA medical centers can use this program when needed. The use of Fee Basis as a means to provide Non-VA care to Veterans is governed by federal laws containing eligibility criteria and other policies specifying when and why it can be used. A pre-authorization for treatment in the community is currently required to use Non-VA medical care processes, unless the medical event is an emergency. Emergency events may be reimbursed on behalf of the Veteran in certain cases. As a principal health benefits administration advisor to the Under Secretary for Health, CBO develops, implements, and supports various aspects of administrative health care issues.

**3. OBJECTIVES:** The primary objective of this Performance Work Statement (PWS) is to procure services to provide program & project management support, develop business requirement documents business analysis and modeling to

support implementation and management of Public Law 113-146 The Veterans' Access to Care through Choice, Accountability and Transparency Act of 2014.

**4. SCOPE:** The contractor shall provide program & project management support, development of business requirements documents analysis and modeling to support the implementation of Public Law 113-146 The Veterans' Access to Care through Choice, Accountability and Transparency Act of 2014. This support includes development and support of communication documents such as presentations, operating plans, training, budget development, FAQ's and other documents as required for the development of business requirements; participate in and provide oversight for the development of the project schedule that will feed an Integrated Master Schedule (IMS) for the program; management of planning and logistics for all meetings both virtual and onsite. Artifact support will meet the requirements set by VHA Project Management Accountability System or PMAS. The selected contractor shall interface with staff and other contractors within VA for collaboration and coordination as required.

**5. MANDATORY TASKS AND DELIVERABLES:** The contractor shall provide services in the areas of project scheduling and project management planning, strategic communication, budget modeling, business requirements development, business process modeling, training, guidebook development, development of desk procedure, and development of a training plan. If for any reason, any deliverable cannot be delivered on time according to the below schedule, the contractor shall provide a written explanation three days prior to the due date to the Contracting Officer Technical Representative (COR). This written transmittal shall include a firm commitment of when the work shall be completed. This transmittal to the COR shall cite reasons for the delay, and the impact on the overall project. The COR will review collaboratively with the program office and issue a response in accordance with the contract terms and conditions.

The contractor shall be required to maintain a flexible approach to work priorities. More specific requirements of these tasks are detailed below.

Unless otherwise specified, an electronic copy shall be placed in the designated SharePoint site or other designated site. Support acquired through this PWS includes planning and managing program activities at the program level (task 5.1), development of program artifacts, integrated master schedule development and maintenance, performing program and project risk management activities, program governance, administrative support and meeting facilitation in support of all program areas. The contractor shall provide services, materials, and equipment to complete the tasks described in Sections 5.1 through Section 5.X below. Specifically, the contractor shall:

#### **5.1.1 Task One. Project Management**

##### **Using Clients – CBO Business Policy and CBOPC**

5.1.1 The contractor shall maintain already developed project work plans for the following Sections of Title I: 101, 102, 103, 104 and 105. The contractor shall consolidate the individual Section work plans into a single project plan. Maintenance shall be detailed, product based, resource loaded, and fully integrated program management plans (PMP), which includes among other things identified below work stream project management plans - and high-level schedule for compliant with Project Management Body of Knowledge (PMBOK) guidance.

- a. The Integrated Project Plan in Microsoft (MS) Project format is to be submitted within 30 days of contract award. Government approval is due within five days. After approval by the government contractor shall implement.

b. The contractor shall be responsible to maintain and, upon direction by the government, revise all the PMPs and provide version controlled revisions.

c. Work Breakdown structure (WBS) - The contractor shall ensure that the work breakdown structure (WBS) elements, which shall be included in the PMP, incorporate a sufficient level of detail to adequately delineate a comprehensive overview of the level of effort of the work tasks required in Sections 101-105 of Title I. The project schedule shall clearly indicate the critical path, along with the corresponding resources (personnel/equipment) for each WBS task.

WBS elements used in the project schedule should indicate developmental work, tasks, start/finish dates, allocated resources and, at a minimum, include the following:

- Meetings;
- Teleconferences;
- Travel/site visits;
- Program artifact submissions/revisions;
- The contractor will propose a WBS for consideration by the VA PgM and Scheduling Governance Body;
- PMBOK based Program Management Plan with resource loaded schedule and Gantt Chart identifying critical path, start/finish, significant milestone/deliverables, task duration etc.;
- PMBOK Based Risk Management Plan;
- Risk and issue logs are created as part of the Risk Management Plan;
- Program/Project Metrics, including milestone tracking and deliverable completion;
- Change management plan;
- Development of a change request log and decision log typically support completion of this objective;
- Communications Plan that shall be updated as-necessary to accurately reflect program needs;
- Developmental efforts structured to reflect development of a deliverable product;
- Project milestones; and
- Project team deliverables.

d. Risk Management Plan/Risk Register- The PMP will also incorporate a Risk Management Plan/Risk Register together with a Quality Control Plan (QCP) incorporating QCP elements which are quantifiable and measureable. The PMP shall also include a Quality Assurance Surveillance Plan (QASP), identifying performance metrics to be used for QCP elements.

5.1.2 Upon acceptance of the PMP by the COR, the following will be considered “base lined”:

- Project Schedule,
- WBS,

- Integrated Project Plan
  - Risk Management Plan, and
  - Start/Finish Dates, Allocated Resources (Equipment or Personnel).
- a. The contractor shall notify the COR in writing within 7 days of the identification of any change or impact to the PMP which would affect the base lined elements. The contractor shall identify the estimated impact and possible solutions.
- b. The contractor shall provide a briefing (in MS PowerPoint format) to the CBOPC Executive Leadership and the CBO Business Policy Director within 30 days of contract award and within 5 days of the end of each successive month. These briefings are expected to, at a minimum, discuss contractor roles, and report on the methodologies to be implemented by the contractor in the execution of the assigned Tasks, report the progress of key metrics, status of communications and identification of any potential barriers as identified in the QCP and the Risk Management Plan/Risk Register. This meeting may be held remotely (e.g., Live Meeting, teleconference etc.). This meeting may also include CBO Executive Leadership

#### 5.1.3 Project Kick-Off Meeting/Draft Plan Submission:

In order to coordinate Program start-up, the contractor shall conduct a face-to-face kick-off meeting at Washington, D.C. CBO Office. At each of these this meetings the contractor shall present a draft of its program plan, including staffing plan, contact information for all task participants, schedule, and identification of key risk points and mitigation plans. The contractor's schedule shall identify detailed tasks and sub-tasks, including task duration, milestone dates, task dependencies, resource requirements, and planned dates for initial and final deliverables. These meetings will be held with the COR and other Government representatives after award of the task order. Unless otherwise agreed upon between the COR and contractor, this meetings shall occur within ten calendar days of task order award. The Government will provide a review of the program plan within 5 days of the kickoff meeting.

Monthly Program Progress Reports - The contractor shall provide the COR and VA PM with a cumulative monthly progress report at the program level no later than the 5<sup>th</sup> business day of each month for the previous month. These monthly progress reports may include updating Active Strategy Software to reflect the current status of CBO work streams

#### 5.1.1 Deliverables Task 1:

1. Integrated Project Management Plan
2. Individual Project Management Plans Sections 101 - 105
3. Executive Leadership Monthly Status Report
4. Work Breakdown Structure
5. Kick-Off Meeting
6. Monthly Progress Reports



### 5.1.2. Task 2: Program Management Support

#### Using Clients – CBO Business Policy and CBOPC

The contractor shall plan and execute the complete, end-to-end scope of program and project management support to assist the government in ensuring successful stand-up of the project and work stream level activities. The contractor shall provide support, as detailed below, that will assist the Governance body and/or the VA Program Manager (PgM), in managing risk, cost, and schedule, and meeting program goals. The contractor shall provide support, as detailed below, that will assist the Work Stream Leads and Project Managers in meeting the program wide goals and objectives, including communication on overall program status.

When processing actions the contractor shall keep in mind the program goals which include improving program governance, employing resources effectively, ensuring communication and integration across all CBO work streams and linking program strategic planning to budgeting and performance.

Due dates for any work products described in the tasks, or sub tasks below shall be determined during joint planning and schedule development. All documentation created for the Program shall be stored on a SharePoint site under version control.

The COR has final approval authority of any documents or contractor recommendations. Activities and documents described below will be required to support accomplishment of task objectives. Activities and documents described below will be required will be documented in a Program Work Plan.

- a. The contractor shall document and monitor program goals, objectives and plans, and monitor program performance against goals, objectives, and plans.
- b. The contractor shall develop a Roles and Responsibilities document and “Responsible, Accountable, Consult, and Inform” (RACI) matrix.
- c. The contractor shall develop and maintain a stakeholder registry and develop a stakeholder management plan to support program execution. Contractor shall implement stakeholder management plan after approval by the COR.
- d. As part of the Program and Project Management Plan, the contractor shall develop Implementation and Deployment Plan to assist in determining appropriate iterative and/or incremental deployment strategies that align program requirements, technical capabilities, and field readiness. The contractor shall execute the Implementation and Deployment Plan after approval by the COR.
- e. The contractor shall 1) develop performance metrics to monitor the status of and 2) analyze metrics to obtain insight into program performance and make recommendations for improvements. These metrics

shall be defined in the PMP, applied to the program, and results published in the monthly progress reports. The contractor shall execute the performance metrics and analyze metrics in support of the CBOPC Office and CBO Business Policy Office after approval by the COR.

- f. The contractor shall gather information to prepare and/or edit proposed content for white papers or other written and/or oral communication related to CBO Risks, Issues, Analysis of Alternatives, and narrative status reports. The contractor shall provide executive-level briefing materials with talking points and illustrative diagrams. The VA PgM will approve all reports and briefing materials prior to contractor execution and dissemination.
- g. The contractor shall create an Acceptance Criteria Plan for the Program and its deliverables that defines program critical success factors. The contractor shall obtain defined success criteria that will serve as inputs to the Acceptance Criteria Plan. The contractor shall review the Acceptance Criteria with the VA PgM at least once every six months and update if necessary.
- h. The contractor shall support approval of standardized processes and related artifacts, performance metrics, reporting requirements, and training materials created during this procurement period of performance.
- i. The contractor shall propose a document review process and submit to the VA PgM. Once the process is approved, the contractor shall adhere to the process.
- j. The contractor shall facilitate program artifact reviews following the approved CBO artifact review process, and identify and document areas where the work products do not meet business requirements and/or stakeholder expectations. Defects shall be corrected in a timeframe agreed to with the governance body, and new requests or change requests that impact scope, schedule, or cost shall follow the CBO Change Request Process and be prioritized and approved prior to adding as a project deliverable.
- k. The contractor shall collaborate with VA Program Manager (PgM) and VA Project Managers (PM) to prepare and present the mandatory monthly CBO Business Policy Office and CBO Purchased Care Office Quad Charts and Briefings for the Governance body and other stakeholders. The quad chart template shall be provided as GFI within 5 work days after contract Kick-off. The due date for the draft and final quad charts is the 10<sup>th</sup> business day of each month.
- l. The contractor shall monitor work performed by the CBO work streams and external dependencies against baseline and forecast dates in the program schedule. The contractor shall collaborate with VA PgM and PM to devise and recommend corrective action or recovery strategies to the government if task force execution varies from planned scope, schedule, cost, or overall program goals. Upon government approval, the contractor shall communicate these variances from plan and communicate the corrective or recovery action and results of those efforts over time verbally and in writing during meetings.
- m. The contractor shall oversee the Risk, Issues, and Opportunities process and escalation process at the CBO level. The contractor shall identify risks or issues and provide them to the VA PgM for escalation to the Scheduling Governance body and/or other senior management.

- n. The contractor shall draft, document, and implement (after COR approval) the Program communication plan that includes all project/work stream team and key stakeholder groups and individuals. The communication plan shall guide the coordination of communication activities for all projects, internal and external, that impact and CBO. The contractor shall provide support to the VA PgM and project stakeholders to elicit communication needs and incorporate into the communication plan and program activities. Once the plan is approved by the government, the contractor shall provide the resource to the program stakeholders to assist in their understanding and adherence to the plan. Implementation of the communication plan will require the contractor to draft plans, memoranda, briefings, articles, and other documents to support communications to internal and external stakeholders.
  
- o. The contractor shall assess the effectiveness of program-level communication and task coordination efforts and provide recommended improvements for government approval.
  
- p. The contractor shall determine and/or break down the tasks, durations, and dependencies for Program activities for the work streams using the Work Breakdown Structure developed as part of Task 1, any existing project/work stream schedules (provided as GFI after contract award), and input from project team members and stakeholders. Activities to be broken down into assigned tasks in the integrated schedule include:
  - i. Program and Project Management tasks;
  - ii. Requirements elicitation, documentation, review and prioritization;
  - iii. Development, documentation and review of standardized processes, performance metrics, and reporting;
  - iv. Program and Business Analysis tasks;
  - v. Program and organizational communication;
  - vi. Organizational change management;
  - vii. Training;
  - viii. Implementation;
  - ix. Strategic planning tasks; and
  - x. Deliverables from other VA work streams and external program partners
  
- q. The contractor shall monitor work performed and recommend corrective action or recovery strategies if task force execution varies from planned scope, schedule, cost, or overall program goals.

- r. The contractor shall review existing CBO change control plans and provide support to the VA PgM to adapt the process and create a Change Control Plan/Change Request Process. This process will include logs to track and manage the submission, analysis, approval, and implementation of changes impacting the project.
- s. The contractor shall facilitate and coordinate required program/project reviews and follow on activities to ensure all are completed within the required timeframes. Reviews include Quad Chart presentations, Product Acceptance reviews, Milestone/Gate Reviews and “Go/No-Go” decision points.
- t. The contractor shall create or update program management plans and supporting artifacts related to project/work stream team activities based on lessons learned and any governance changes.
- u. The contractor shall review project work stream team action items on a weekly basis and follow up with the action item owner to assist in the timely completion of tasks. The contractor shall document action item status in the CBO Action item logs.
- v. The contractor shall gather and document lessons learned from CBO and work stream team(s) and store on CBO SharePoint sites. Lessons learned shall be captured on a monthly basis, and the contractor shall apply lessons learned to improve project performance. If a VA provided CBO Lessons Learned tool is available at time of contract award the contractor shall use the Government-provided tool.
- w. The contractor shall document meetings to support program management planning, execution, and closeout and provide comprehensive minutes to include: discussion items, action taken, risks, action items, and issues.
- x. The contractor shall provide individual weekly project status reports for and CBO covering the prior week’s accomplishments, activities planned for the following week and high-level tasks/deliverables due in the next 30 days. The contractor shall develop a format for the weekly status report and propose to the VA PgM within 7 work days of contract award. Status reports shall list project accomplishments, project staffing needs, issues and/or risks, and overall status of Program goals, scope, costs, and schedule. The contractor shall attend all meetings as requested by the VA PgM and COR for the purpose of providing status or responding to questions related to project status.
- y. The contractor shall provide financial and budget modeling support to include; budget analysis, financial impact analysis, budget scenario modeling and budget forecasts.

## **Deliverables 5.1.2 Task 2**

1. Program Work Plan updated bi-weekly
2. Weekly Status Reports
3. Executive Updates
4. Lessons Learned

## **5.1.3 Task 3 Schedule Management Support**

### **Using Clients CBO Business Policy and CBOPC**

The contractor shall, analyze, and report integrated schedules for the Program and associated Projects and Work Streams for each program office (CBO Business Policy and CBO Purchased Care).

- i. The contractor shall depict the evolving full lifecycle of the program/project.
- ii. The contractor shall assist with development, maintenance and monitoring of schedule execution for the existing Integrated Master Schedule (IMS) for the CBOPC Program for government approval that:
  - i. Defines all events necessary to complete the program/project scope;
  - ii. Defines event duration, dependencies, both internal and external to the program, projects, and work streams and event owners;;
  - iii. Documents exit criteria, basis of estimates, and assumptions for each event;
  - iv. Identifies the appropriate Work Breakdown Structure (WBS) element and applies it to each event;
  - v. Applies the appropriate task calendar to each event; and
  - vi. Monitor the forecast, baseline, and actual dates for each event.
- iii. The contractor shall baseline the schedule within 30 work days after contract kick-off meeting or within 30 work days of starting a project re-planning effort.
- iv. The contractor shall follow the Program Change Request Process to address schedule changes and/or variance, as needed.

- v. When data are provided/entered that create overall schedule slips, the contractor shall notify the VA PgM within one business day by e-mail or phone call.
- vi. The contractor shall facilitate and participate in program/project team meetings and shall conduct a weekly schedule meeting to develop, document, review, and assess weekly schedule development and/or modifications.
- vii. When schedule development is underway, the contractor shall facilitate schedule development meetings. The contractor shall review and analyze the schedule for risk, identify workarounds, and notify the VA PgM through email NLT the following business day.
- viii. The contractor shall provide expert-level facilitation skills to support the full scope of Program activities.
- ix. On a monthly basis, the contractor shall provide a Schedule Excerpt and schedule metric data following report standards for the Program. The Schedule Excerpt monthly due date will be determined at the contract kickoff-meeting.

**Deliverables 5.1.3 Task Three:**

- 1. Weekly Integrated Master Schedule Assessment Report
- 2. Agendas and meeting minutes
- 3. Schedule Excerpt and Schedule Metric Data - Monthly

**5.1.4 Task 4: Risk Management Support**

**Using Clients – CBO Business Policy and CBO Purchased Care**

The contractor shall gather, monitor, and maintain status of risks, issues, and opportunities for the Program in accordance with Risk Management Plan, and using the CBO Risks, Issues and Opportunities Management tool, both which will be provided as GFI after contract award. This task includes virtual attendance at all Program risk gathering and risk review meetings. Meeting frequency will be weekly unless the VA PgM determines less frequent to be acceptable. The contractor shall utilize Program Risk management processes in all Program, Project, and Work Stream Risk Management activities. This shall include application of risk management processes and tools.

- a. The contractor shall review, assess, and create recommended strategies to comply with emerging VA methods, tools and resources for managing risk. Following VA PgM and Governance body approval of strategies, create recommended versions which modify and update existing Program plans, procedures, and tools to bring them into compliance. Submit recommended versions to government for approval. After government approval, the contractor shall execute required changes.
- b. The contractor shall identify, analyze, document, and monitor program management risks, issues, and opportunities, as well as coordinate with business and technical representatives from sub-projects and work streams to gather and capture those items in the risk, issues, and opportunities management system.
- c. The contractor shall gather and document mitigation strategies, handling/contingency plans, and approaches for each risk, issue, and opportunity in the system from Program stakeholders and team members.
- d. The contractor shall follow up with risk owners and team members assigned to handling plans to ensure that documented activities are being performed in the estimated time frames, and notify the VA PgM and contractor PgM of any delinquent activities and/or issues arising during execution of mitigation strategies or contingency plans.
- e. The contractor shall create Program Risk, Issue, and Opportunity reports as defined in the Risk Management Plan, and ensure all items are updated bi-weekly at a minimum.
- f. The contractor shall establish regular risk review meetings, and provide expert-level facilitation to help Program and Project team members effectively identify, assess, and plan mitigation or contingency plans to support the handling of risks, issues, and opportunities, as well as to determine escalation triggers for risks and issues.
- g. The contractor shall provide monthly risk, issue, and opportunity reports and risk/issue metrics.

**Deliverables 5.1.4 Task Four:**

- 1. Risk Management Plan
- 2. Program Risk, Issue and Opportunity Reports
- 3. Risk Management meeting agendas and minutes

### 5.1.5. Task 5: Administrative Support and Facilitation Services

#### Using Clients – CBO Business Policy and CBOPC

The contractor shall provide facilitation services for Program meetings, Governance body meetings, joint work stream meetings, brainstorming sessions, and other meetings to support program planning and execution. The contractor shall be available to coordinate, facilitate, and produce notes. For most meetings, the COR and VA PgM will notify the contractor at least 5 days before services are needed. Facilitation services expected include:

- Plan and prepare for facilitated meetings; includes recommending and distributing agendas, providing background information and read-aheads to participants, meeting coordination, room arrangements, and ensuring supplies and equipment are available at event location. Establish and enforce meeting ground rules
- Build rapport among the participants and develop group synergy
- Use active listening and effective questioning techniques to ensure the right information is gathered to meet objectives and ensure participants comprehend the discussion
- Use visual aids to enhance group understanding and promote discussion
- Devise creative facilitation techniques to aid productivity and contributions from “challenging” participant groups, and/or to keep energy and momentum flowing
- Capture, elaborate, and record group inputs; effectively manage data and information gathered during facilitated sessions
- Support group breakout sessions and ensure outputs are incorporated back into the larger group and tied to objectives
- Use facilitation tools to ensure all participants have the opportunity to contribute
- Lead group to common understanding of the issues and a decision
- Capture action items and ensure each is assigned an owner
- Guide and/or control the flow of conversation and focus of the group using facilitation tools
- Monitor verbal and non-verbal group behavior and mediate/intervene when required. The contractor shall propose intervention criteria within 5 work days after contract award
- Use facilitation tools which help to ensure meeting objectives are met, results reviewed, and next steps communicated at the end of each session
- Prepare and deliver meeting and outcome summaries; includes periodic summaries during the course of a facilitated session. The contractor shall provide a resource to take meeting notes and provide administrative support for these meetings.
- Maintain professionalism and objectivity at all times
- Coordinate with proposed meeting participants to compare calendars and identify mutually acceptable meeting dates and times
- Post meetings on participant calendars using the following automated tools or compatible products: MS Outlook, LiveMeeting, and the VA’s teleconferencing system
- Reserve meeting/conference facilities and required equipment
- Follow-up with participants if response is not received
- Prepare and submit suggested agendas for government approval. Upon government approval, contractor shall prepare documentation to support the approved agenda and desired outcomes
- Identify and record meeting attendees



- Prepare and distribute information relating to the meeting objectives to all attendees
- Keep track of meeting time
- Document meeting, outcomes, and action items into meeting minutes. Submit the meeting minutes to the government within one business day of the meeting. Following VA PgM's approval of the minutes, the contractor shall disseminate the meeting notes to the meeting attendees and upload to the Program SharePoint site within one business day

**Deliverables 5.1.5 Task Five:**

1. Agendas, supporting documents and meeting minutes

**5.1.6 Task Six.** The contractor shall analyze and develop Purchased Care impacted business and software requirements associated with the following sections of Public Law 113-146 The Veterans' Access to Care through Choice, Accountability and Transparency Act of 2014: 101, 104 and 105.

**Using Client: CBOPC**

The contractor shall document and manage Purchased Care business requirements. The contractor shall apply business processes knowledge and understanding, as it applies to Purchased Care to capture discrete business requirements to be applied to day-to-day operations. The contract shall apply industry standard methodologies in requirements elicitation and management consistent with the Purchased Care Requirements Management Framework, Program Management Accountability System (PMAS) and utilize VA the VA IBM Rational Tools Suite and PMAS template in Microsoft Word.

The Contractor shall develop and update program artifacts to include but not limited to Business Requirements Documents (BRD) Process Models, Context Diagrams, Use Cases, Requirements Traceability Matrix, Change Control management and documents and any other program artifacts that support program activities to ensure continuity in program concepts available for business and stakeholders.

The contractor shall facilitate business requirements gathering and coordination sessions between stakeholders. The contractor shall publish meeting notes for all meeting attendees and ensure that they are stored in the designated project Document Repository.

**Deliverables 5.1.6 Task Six**

1. Business Requirements Documents (BRDs)
2. Process Models
3. Context Diagrams
4. Use Cases
5. Requirements Traceability Matrix
6. Change Control Management and Documentation

**5.1.7 Task Seven. Education & Training**

## **Using Clients: CBO Business Policy and CBOPC**

The contractor shall support creation of an on-line procedure manual for certain production divisions as well as the Non VA Medical Care Program. The contract shall create training guides and user guides for CBO employees and customers. CBPOC requires standardized, well-written desk procedures in formats that accessible on-line and meet VA standards, to include Section 508 accessibility. The contractor shall develop training guides and desk procedures utilizing RoboHelp, Photoshop and Microsoft word applications. Support will be driven by the project schedule; to include but are not limited to claims intake, claims processing, customer service, eligibility and financial based desk procedures/procedure guides. Development shall include:

- Organization of material and complete writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. This includes finding and developing missing information.
- Maintain archival records and files of work and revisions.
- Edit, standardize, or make changes to material prepared by other writers or establishment personnel.
- Research and interview in order to derive the technical detail required in order to construct the processes and procedure manuals

Training shall be conducted utilizing on-line and/or conference call presentations.

### **Deliverable 5.1.7 Task Seven**

1. Update of existing or creation of new Department level desk procedures
2. Update of existing or creation of new Department level procedure guides
3. Update of existing or creation of new User Job Aides
4. Other documents created to support training

### **5.1.8 Task Eight. Transition of a Follow-On Contractor (optional task)**

#### **Using Client: COR**

The contractor shall provide a 30 calendar day Transition Plan if award of a follow-on contract is to a contractor other than the incumbent. This transition may be to a Government entity, another contractor or to the incumbent contractor under a new contract/order. In accordance with the Government-approved plan, the contractor shall assist the Government in planning and implementing a complete transition from this contract issued under this contract to a successful provider. This shall include formal coordination with Government staff and successful provider. The transition plan shall include, but is not limited to: coordination with Government representatives; review, evaluation and transition of current support services.

**Deliverables 5.1.8**

## 1. Transition Plan

**5.1.9 Schedule for Government and Contractor Deliverables: Table of Mandatory Deliverables**

<b>REFERENCE TASK</b>	<b>DELIVERABLE</b>	<b>DUE DATE</b>
TASK ONE – Project Management Support		
	<b>Deliverable 1:</b> Integrated Project Management Plan	30 days of contract award and within 5 days of the end of each successive month
	<b>Deliverable 2:</b> Individual Project Management Plans – Sections 101-105	30 days of contract award and within 5 days of the end of each successive month.
	<b>Deliverable 3:</b> Executive Leadership Monthly Status Report	30 days of contract award and within 5 days of the end of each successive month
	<b>Deliverable 4:</b> Work Breakdown Structure	30 days of contract award and within 5 days of the end of each successive month
	<b>Deliverable 5:</b> Kick-Off Meeting	Within 15 days after contract award
	<b>Deliverable 6:</b> Monthly Progress Reports	30 days of contract award and within 5 days of the end of each successive month
TASK TWO Program Management Support		
	<b>Deliverable 1:</b> Program Work Plan	Within 15 days after contract award and bi-weekly following initial delivery
	<b>Deliverable 2:</b> Weekly Status Reports	5 business days following the first 30 days (month), then weekly continuing through the lifecycle of the line item.
	<b>Deliverable 4:</b> Executive Updates	Within 5 business days as

		required
	<b>Deliverable 5:</b> Lessons Learned	5 business days following the first 30 days (month), then monthly continuing through the lifecycle of the line item
TASK THREE – Schedule Management Support		
	<b>Deliverable 1:</b> Weekly IMS Assessment Report	5 business days following the first 30 days (month), then weekly continuing through the lifecycle of the line item
	<b>Deliverable 2:</b> Agendas and Minutes	Within 5 business days as required
	<b>Deliverable 3:</b> Schedule Excerpt & Schedule Metric Data	5 business days following the first 30 days (month), then monthly continuing through the lifecycle of the line item
TASK FOUR – Risk Management Support		
	<b>Deliverable 1:</b> Risk Management Plan	Within 15 days after contract award
	<b>Deliverable 2:</b> Program Risk, Issues and Opportunities Report	5 business days following the first 30 days (month), then monthly continuing through the lifecycle of the line item
	<b>Deliverable 3:</b> Risk Management meeting agendas and minutes	Within 5 business days as required
TASK FIVE: Administrative and Facilitation Services		
	<b>Deliverable 1:</b> Agendas, supporting documents and Meeting Minutes	Within 5 business days as required
TASK SIX: Improved Access to Care Business Analysis		
	<b>Deliverable 1:</b> Business Requirements Documents (BRD)	Within 5 business days as required
	<b>Deliverable 2:</b> Process Models	Within 5 business days as required
	<b>Deliverable 3:</b> Context Diagrams	Within 5 business days as required
	<b>Deliverable 4:</b> Use Cases	Within 5 business days as required

	<b>Deliverable 5:</b> Requirements Traceability Matrix	Within 5 business days as required
	<b>Deliverable 6:</b> Change Control Management & Documentation	Within 5 business days as required
TASK SEVEN: Training		
	<b>Deliverable 1:</b> Update of existing or creation of new Department level desk procedures	Within 5 business days as required
	<b>Deliverable 2:</b> Update of existing or creation of new Department level procedure guides	Within 5 business days as required
	<b>Deliverable 3:</b> Update of existing or creation of new user job aides	Within 5 business days as required
	<b>Deliverable 4:</b> Other documents created to support training	Within 5 business days as required
TASK EIGHT: Transition Plan – Optional Task		
	<b>Deliverable 1:</b> Transition Plan	Within 5 business days as required

**6. Period of Performance.** The period of performance shall be from the date of award for a period of twelve (12) months.

There are ten (10) Federal holidays set by law (U.S.C. Title 5 Section 6103):

Under current definitions, four are set by date:

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

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

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

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

7. **Place of Performance.** The primary physical location of performance of work activity will be the responsibility of the contractor. Space will be provided on an as needed basis by the Purchased Care or Business Policy Office. The Contractor shall perform primary activity at the Contractor's facility.
  
8. **Key Personnel.** Certain skilled experience professional and/or technical personnel are essential for accomplishing the work to be performed. These professionals, or "Key Personnel", are the individuals whose resumes were submitted and marked by the vendor as "Key Personnel". The Contracting Officer may notify the Contractor and request immediate removal of any personnel assigned to the task order by the Contractor that are deemed to have a conflict of interest with the government or if the performance is deemed to be unsatisfactory. The reason for removal will be documented and replacement personnel shall be identified within three business days of the notification. The expectation is if removed, "Key Personnel" will be replaced within three (3) business days. The Employment and staffing difficulties shall not be justification for failure to meet established schedules.
  - 8.1 **Substitution of Key Personnel.** All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR and the Contracting Officer at least thirty (30) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. New personnel shall not commence work until all necessary security requirements, as defined in Section J, have been fulfilled and resumes provided and accepted. The COR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.
  
  - 8.2 The Contractor shall be responsible for managing and overseeing the activities of all Contractor and subcontractor personnel, used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work.

**8.3 Domain Knowledge.** The Purchased Care Office serves as the Program Office. The Contractors shall present domain knowledge of healthcare revenue, healthcare finance, risk management, quality management, project and program management, knowledge management, expert knowledge and experience in the development of business requirements utilizing Six Sigma DMAIC (Define, Measure, Analyze, Improve, Control). Domain knowledge criteria are specified below:

**Contractor Personnel Requirements:** Personnel proposed shall have an in depth knowledge of health care revenue cycle processes in addition to the following:

- Knowledge and experience in design and development within a SharePoint 2010 environment
- Specific knowledge of Project Management;
- Expert knowledge of Project Management; Certified in Project Management Professional (PMP) from Project Management Institute
- Expert knowledge executive level communication development and presentation

#### **8.4 Staff Qualifications.**

##### **Project Manager**

Expert level serving in a lead capacity, with enterprise-wide knowledge managing multiple complex projects in one or more areas of business modeling, process flow modeling, performance metrics, business management, budgeting, training, strategic planning, requirements development, and organizational performance support. Senior level required to develop and articulate critical case assumptions, recommendations and conclusions and to compose and present successful project deliverables. Demonstrated ability analyzing problems, defining solutions, communicating recommendations, developing procedures, building consensus with the client, providing implementation direction, and developing and managing work plans. Possesses and presents excellent presentation skills, written and verbal communications skills across multiple levels of leadership.

Minimum Education Level: Master's degree in related field or equivalent.

Minimum Experience: 6 years' experience with commercial with enterprise-wide knowledge managing multiple complex projects in one or more areas of business modeling, process flow modeling, performance metrics, business management, strategic planning, requirements development, and organizational performance support .

##### **Lead Analyst**

On-sight, expert level with the ability to perform multiple complex projects in one or more areas of business modeling, budgeting, training, commercial medical care revenue-cycle processes and performance metrics. Expert level provides unique insight, business analysis utilizing end-user tools, documentation, data mining, evaluation and recommendations for improvements, optimization, development, and/or maintenance efforts, and project management methodology consistent with both the Project Management Body of Knowledge (PMBOK) and Business Analysis Body of Knowledge (BABOK) guidelines and principles. Able to define concepts and insights regarding the applicability of best industry practices. Expert brings demonstrated ability to participate in project activity at the individual, team member and/or management level. Must possess a strong working knowledge of modeling techniques such as those found in the Unified Modeling Language (UML) standard. Possesses and presents excellent presentation skills, written and verbal communications skills across multiple levels of leadership. Individual should have a working knowledge of requirements management and tracing software such as the Rational Suite of Tools.

Minimum Education Level: Bachelor's degree in related field or equivalent.

Minimum Experience: 4 years' experience with business analysis utilizing end-user tools, documentation, data mining, evaluation and recommendations for improvements, optimization, development, and/or maintenance efforts, and project management methodology consistent with both the Project Management Body of Knowledge (PMBOK) and Business Analysis Body of Knowledge (BABOK) guidelines and principles.

### **E-Learning Specialists / Technical Writers**

On- sight expert level with the ability to support multiple complex projects in the areas of e-learning segments/and products. Must be proficient in use of Adobe Captivate 5 and other Adobe products such as Acrobat, Flash Builder, RoboHelp8, Microsoft Office 2007 (word/access/excel/PowerPoint), SnagIt, and other graphical capturing software. Must possess great attention to detail flexibility and adaptability along with exceptional writing, grammatical and punctuation skills; a formal degree in the areas of other English, Journalism, Technical Communications or Computer Science is preferred. The individual should have experience in a training environment that includes interview/facilitation skills that achieve end to graphical representations to define business standards and techniques.

Minimum Education Level: Bachelor's degree in related field or equivalent.

Minimum Experience: 4 years' experience with education development and training.

## **9. Travel**



The government estimates the following schedule of trips will be required of the contractor during each period of performance for this contract:

Destination	Estimated Trips/Yr	Contractor Personnel Required	Trip Duration including travel
Four trips to each CBO location (Washington, D.C. or Atlanta, GA) may be required	4	3	4

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals will be paid for by the Government on a cost-reimbursable basis. All travel must be in accordance with the Federal Travel Regulations and receipts of all travel expenses must be provided for re-imbursement. In addition, all travel must be pre-approved by the Contracting Officer's Representative (COR).

**10. Quality Assurance:** Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. **DIRECT OBSERVATION** - will be performed periodically for all tasks.

b. **VALIDATED USER COMPLAINTS** - will rely on the user client to identify deficiencies for all tasks. Complaints will be investigated and validated.

c. **PERIODIC SAMPLING** – will include a variation of random sampling for all tasks. However, sample is only taken when a problem/deficiency is suspected. Sample results are applicable only for the specific work inspected. Since sample is not entirely random, it cannot be applied to total activity performance.

d. **PROGRESS OR STATUS MEETINGS** – applies to all tasks

e. **ANALYSIS OF CONTRACTOR'S PROGRESS REPORTS** – applies to all tasks and will evaluate, cost, schedule, risk etc.

**11. Changes to the PWS.** Any changes to this PWS shall be authorized and approved only through written correspondence from the Contracting Officer. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the Contracting Officer shall be borne by the contractor.

**12. Government and Contractor Responsibilities.**

- a. **The Purchased Care or Business Policy Office shall provide the contractor with copies of documents that the VA is required to provide.**
- b. **The contractor shall request other VA documentation deemed pertinent to the work accomplishment directly from the COR. 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.**
- c. **The contractor shall maintain frequent communications with the Purchased Care and Business Policy Office to conduct work in progress reviews. Monthly Progress reports (MPRs) shall be delivered electronically to the COR, with an electronic courtesy copy to the appropriate Program Office designee. The Contractor shall ensure that a MPR is submitted for each task order outlining the progress, status, and any problems/ issues encountered in the performance of these tasks. The Contractor shall document recent activities, upcoming activities, and deliverables in progress, deliverables delivered upcoming tasks and risks. The Contractor shall document task delays and the number of days behind schedule. The MPR shall document key VA personnel and contract personnel associated with each task. The MPR shall include the labor hours expended, by labor category, for each task and sub-task. The MPR shall measure the Contractor's cost and schedule performance using either the Government-approved Work Breakdown Structure (WBS) or a separate arrangement as mutually agreed upon by the Government and the Contractor. The Contractor shall require all subcontractors to provide input to the MPR where there are critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor. (Deliverable 5.1.1- Monthly Progress Report)**

**Monthly reports on the follow-up activity include; but are not limited to:**

- Summary of activities accomplished, identification of deliverables submitted, risks and mitigation strategies, dependencies, and problems, and resolutions encountered during the month, as well as a summary of activities anticipated during the upcoming reporting period.
- Highlight of any circumstances that may lead to delays under the PWS delivery schedule and the impact of such delay(s) to the remaining performance period.
- The Contractor shall require all subcontractors to provide input to the MPR where there are critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor.
- d. **The Contractor shall provide sufficient management to ensure that follow-up tasks are performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single manager to oversee this project and supervise staff assigned**

- e. **The Contractor is responsible for properly preparing and submitting an electronic invoice. To comply with IPERA, VA mandated electronic invoice submission to the VA Financial Services Center (VAFSC). A Federal Register rule mandating electronic invoice submission was published November 27<sup>th</sup>, 2012. The mandate requiring contractors to submit payment requests in electronic form can be located at:**

<https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>

- f. **The contractor shall develop a Program Management Plan (Deliverable 5.1.1 Program Management Plan) that shall require Government approval. This plan shall be applied by the Contractor to manage, track and evaluate the Contract performance. The Program Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution and tracking.**
- g. **The contractor shall prepare and adhere to a Quality Control Plan (QCP). The QCP will initially be submitted with the vendor's quote and shall be updated following award (Deliverable 5.1.1 Quality Control Plan). The QCP shall document how the Contractor shall meet and comply with the quality standards established in this statement of work. At a minimum, the QCP shall include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor shall use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.**

**13. Formal Acceptance or Rejection of Deliverables.** The COR will have ten (10) workdays to review draft deliverables and make comments. The Contractor shall have five (5) workdays to make corrections. Upon receipt of the final deliverables, the COR will have two (2) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default, unless prior to the expiration of the ten (10) work days the Government notifies the Contractor in writing to the contrary. The final submission should be deemed approved if the Government has not rejected it in thirty (30) calendar days.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted quote. In the event of a rejected deliverable, the Contractor shall be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

#### **14. Quality Standards for Deliverables - Performance Measures: Standards:**

**14.1** Review of relevant materials. Deliverables shall be timely, comprehensive, thoughtful, relevant presentation of alternatives, pros and cons, and feasible recommendations.

**14.2** Presentations. Presentations shall be clear, concise, executive-focused, and written in such a way as to be understood by lay persons. Quality of deliverable directly correlates with effectiveness of Purchased Care communications.

**14.3 Project Plan.** Project Plan shall be timely and comprehensive; recognize and address authority, perceptions, and concerns of stakeholders; incorporate scope of requisite contract requirements across Purchased Care and Business Policy.

**14.4 Reports.** Reports are submitted on time and include those topics described in the PWS, agreed to in the master plan and as requested for special reports; necessary clearances are obtained as needed in a timely manner.

**14.5 Publications and other documents.** Deliverables are timely submission in formats appropriate to target audiences; consideration of best dissemination mechanisms; user friendly, clear, thorough and comprehensive documentation and publications.

**14.6 Meeting support.** Timely and thoughtful pre-meeting preparations and logistics; smooth meeting operations; timely and comprehensive post-meeting summaries.

**14.7 Coordination.** Contractor collaboration is timely, appropriate and demonstrates cooperative support to, Purchased Care, CBO, VHA Executives and staff.

**14.8 Analyses and Assessments.** Analyses and assessments are performed with accuracy, comprehensiveness and adherence to industry best practices.

**14.9 Modifications.** Timely, comprehensive, high quality covering all functional, performance, and physical areas as delineated in the PWS; final plan incorporates VA feedback in a timely manner.

**14.10 Obtain relevant stakeholder input.** Deliverables are innovative, timely implementation of input mechanisms; accurate and comprehensive synthesis of results and recommendations. Integration of relevant stakeholder input documented for deliverable.

**14.11 Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COTR. Electronic submission shall be made via email, unless otherwise agreed to by the COTR.**

## **15. SECURITY – PRIVACY REQUIREMENTS**

General - All contractors and contractor personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, *Information Security Program* and its handbooks to ensure appropriate security controls are in place.

### **15.1 Access to VA Information and VA Information Systems**

**15.1.1** A contractor shall request logical (technical) and/or physical access to VA information and VA information systems for employees, subcontractors, and affiliates only to the extent necessary: (1) to perform the services specified in

the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements and restrictions that comparable VA employees must meet in order to have access to the same type of VA information.

**15.1.2** All contractors and subcontractors working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs/> and VHA Directive 0710 and implementing Handbook 0710.01 which are available at: <http://www1.va.gov/vhapublications/index.cfm> Contractors are responsible for screening their employees. The following are VA's approved policy exceptions for meeting VA's background screenings/investigative requirements for certain types of contractors:

**15.1.3** Contract personnel not accessing VA information resources such as personnel hired to maintain the medical facility grounds, construction contracts, utility system contractors, etc.,

**15.1.4** Contract personnel with limited and intermittent access to equipment connected to facility networks on which no VA sensitive information is available, including contractors who install, maintain, and repair networked building equipment such as fire alarm; heating, ventilation, and air conditioning equipment; elevator control systems, etc. If equipment to be repaired is located within sensitive areas (e.g. computer room/communications closets) VA IT staff must escort contractors while on site.

**15.1.5** Contract personnel with limited and intermittent access to equipment connected to facility networks on which limited VA sensitive information may reside, including medical equipment contractors who install, maintain, and repair networked medical equipment such as CT scanners, EKG systems, ICU monitoring, etc. In this case, Veterans Health Administration facilities must have a duly executed VA business associate agreement (BAA) in place with the vendor in accordance with VHA Handbook 1600.01, Business Associates, to assure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in addition to the contract. Contract personnel, if on site, should be escorted by VA IT staff.

**15.1.6** Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry safeguards the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. Defense Security Service (DSS) administers the NISP on behalf of the Department of Defense and 23 other federal agencies within the Executive Branch. VA will verify clearance through DSS.

## **15.2 VA Information Custodial Requirements**

**15.2.1** Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor 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 the contracting officer. This clause expressly limits the contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

**15.2.2** Information generated by a Contractor as a part of the contractor's normal business operations, such as medical records created in the course of providing treatment, is subject to a review by the Office of General Counsel (OGC) to determine if the information is the property of VA and subject to VA policy. If the information is determined by OGC to not be the property of VA, the restrictions required for VA information will not apply.

**15.2.3** VA information will not be co-mingled with any other data on the contractors and, or subcontractors information systems/media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. VA also reserves the right to conduct IT resource inspections to ensure data separation and on-site inspection of information destruction/media sanitization procedures to ensure they are in compliance with VA policy requirements.

**15.2.4** Prior to termination or completion of this contract, contractor will not destroy information received from VA or gathered or created by the contractor in the course of performing this contract without prior written approval by the VA contracting officer. Any data destruction done on behalf of VA by a contractor 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*, and applicable VA Records Control Schedules.

**15.2.5** The contractor will 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. 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 contract, or if NIST issues or updates applicable FIPS after execution of this contract, 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 contract.

**15.2.6** 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 directed.

**15.2.7** The contractor shall not make copies of VA information 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.

**15.2.8** 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 terminate the contract for default or terminate for cause under Federal Acquisition Regulation (“FAR”) part 12.

**15.2.9** If a VHA contract is terminated for cause, the associated business associate agreement (BAA) will also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01 Business Associates.

**15.2.10** 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.

**15.2.11** The contractor’s firewall and Web services security controls, if applicable, shall meet or exceed VA’s minimum requirements. VA directives are available on the VA directives Web site at <http://www1.va.gov/vapubs/>.

**15.2.12** Except for uses and disclosures of VA information authorized by this contract for performance of the contract, 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.

**15.2.13** Notwithstanding the provision above, the contractor shall 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 shall immediately refer such court orders or other inquiries to the VA contracting officer for response.

**15.2.14** The contractor will not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth enabled devices).

### **15.3 Information System Design and Development**

**15.3.1** Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA policies developed in accordance with Federal Information Security Management Act (FISMA), Health Insurance Portability and Accountability Act (HIPAA), NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a

privacy impact assessment will be completed, provided to the COTR, and approved by the VA Privacy Service in accordance with VA Privacy Impact Assessment Handbook 6500.3.

**15.3.2** The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37 and VA Handbook 6500.

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

**15.3.4** The contractor agrees to -

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

- The systems of records; and
- The design, development, or operation work that the contractor is to perform;

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

**15.3.5** Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

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



**15.3.7** “Operation of a system of records” means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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

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

#### **15.4 Information System Hosting, Operation, Maintenance or Use**

**15.4.1** For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. The contractor security control procedures must be identical, not equivalent, to those procedures used to secure VA systems. A privacy impact assessment (PIA) must also be provided to the COTR and approved by VA Privacy Service prior to operational approval. All external Internet connections involving VA information must be reviewed and approved by VA prior to implementation.

**15.4.2.** Adequate security controls for collecting, processing, transmitting, and storing of personally identifiable information, as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls need to be stated within the PIA and supported by a risk assessment. If these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

**15.4.3** Outsourcing (contractor facility/contractor equipment/contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (C&A) of the contractor’s systems in accordance with NIST Special Publication 800-37 and VA Handbook 6500 and a privacy impact assessment of the contractor’s systems prior to operation of the systems. Government-owned (government facility/government equipment) contractor-operated systems, third party or business partner networks require a system interconnection agreement and a memorandum of understanding (MOU) which detail what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to VA networks.

**15.4.4** The contractor must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the information security officer (ISO) for entry into VA’s Plan of Action and Milestone (POA&M) management process. The contractor will use VA’s POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor procedures will be subject to periodic, unannounced assessments by VA officials. The physical security aspects associated with contractor activities will also be subject to such assessments. As updates to the system occur, an updated PIA must be submitted to the VA Privacy Service through the COTR for approval.

**15.4.5** All electronic storage media used on non-VA leased or owned IT equipment that is used to store, process, or access VA sensitive information must have all VA sensitive information removed, cleared, sanitized, or destroyed in

accordance with VA policies and procedures upon: (1) completion or termination of the contract or (2) disposal or return of the IT equipment by the contractor or any person acting on behalf of the contractor, whichever is earlier.

## **15.5 Security Incident Investigation**

**15.5.1** 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 shall immediately notify the Contracting Officer Technical Representative (COTR) and simultaneously, the designated ISO/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 has access.

**15.5.2** To the extent known by the contractor, the contractor’s notice to VA will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information/assets were placed at risk or compromised), and any other information that the contractor considers relevant.

**15.5.3** The contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction, including the VA Offices of the Inspector General and Security and Law Enforcement, in instances of theft or break-in or other criminal activity. The contractor, its employees, and its subcontractors and their employees will 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 will 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.

**15.5.4** To the extent practicable, the contractor shall mitigate any harmful effects on individuals whose VA information was accessed or disclosed in a security incident. In the event of a data breach with respect to any VA Sensitive Information processed or maintained by the contractor or subcontractor under the contract, the contractor is responsible for liquidated damages to be paid to VA.

## **15.6 Security Controls Compliance Testing**

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

## **15.7 Security Training**

**15.7.1** All Contractor employees and Sub-Contractor employees requiring access to VA sensitive information and/or VA information systems shall complete the following before being granted access to VA networks or sensitive information:

- Sign and acknowledge understanding of and responsibilities for compliance with the attached *National Rules of Behavior* relating to access to VA information and information systems;
- Successfully complete VA Cyber Security Awareness training and annual refresher training as required;
- Successfully complete VA General Privacy training and annual refresher training as required; and
- 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 contracting officer 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.]*

**15.7.2** The Contractor shall provide to the contracting officer a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. These online courses are located at the following web site: <https://www.tms.va.gov/plateau/user/login.jsp>

**15.7.3** Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

## **15.8 Contractor Personnel Security**

**15.8.1** All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (07C). The level of background security investigation shall be in accordance with VA Directive 0710 dated September 10, 2004 and is available at: <http://www.va.gov/pubs/asp/edsdirec.asp> (VA Handbook 0710, Appendix A, and Tables 1 - 3). Appropriate Background Investigation (BI) forms shall be provided upon contract (or task order) award (Attachment 3 of SOW), and are to be completed and returned to the VA Security and Investigations Center (07C) within 3 days for processing. Contractors shall be notified by 07C when the BI has been completed and adjudicated. These requirements are applicable to all Sub-Contractor personnel requiring the same access. If the security clearance investigation is not completed prior to the start date of the contract, the employee **shall not work** on the contract

while the security clearance is being processed. Work will commence as soon as the Contractor and Contractor employee receives and email message that states the following: We show that background investigation request on the individual listed below has been completed and the case has been initiated by the Security Investigations Center. When the case is completed, all adjudicative paperwork will be returned to the requesting office. You can provide this email to the Station ISO as proof the investigation has been initiated and access can be granted. This notice does not ensure completion of VetPro or other required security training. Those individuals that require VetPro Credentialing or additional security training must receive those completion notifications from the proper authority prior to start date.

**15.8.2** The investigative history for Contractor personnel working under this contract must be maintained in the databases of either the Office of Personnel Management (OPM) or the Defense Industrial Security Clearance Organization (DISCO). Should the Contractor use a vendor other than OPM or Defense Security Service (DSS) to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations.

## **15.9 Background Investigation**

The position sensitivity impact for this effort has been designated as **Low Risk** and the level of background investigation is **NACL**.

### **15.9.1 Contractor Responsibilities**

**15.9.1.1** The Contractor shall bear the expense (**\$230.00 per individual**) of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the Contractor shall reimburse the VA within 30 days.

**15.9.1.2** Background investigations from investigating agencies other than OPM are permitted if the agencies possess an OPM and Defense Security Service certification. The Vendor Cage Code number must be provided to the Security and Investigations Center (07C), which shall verify the information and advise the contracting officer whether access to the computer systems can be authorized.

**15.9.1.3** The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.

**15.9.1.4** After contract award and prior to contract performance, the Contractor shall provide the following information, using Attachment B, to the CO or designated COR:

- List of names of Contractor personnel.
- Social Security Number of Contractor personnel.
- Home address of Contractor personnel or the Contractor's address.

**15.9.1.5** The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

**15.9.1.6** Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

**15.9.1.7** Further, the Contractor shall be responsible for the actions of all individuals provided to work for the 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.”

## **15.10 Government Responsibilities**

**15.10.1** The VA Security and Investigations Center (07C) shall provide the necessary forms to the Contractor or to the Contractor's employees after receiving a list of names and addresses.

**15.10.2** Upon receipt, the VA Security and Investigations Center (07C) shall review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation. The VA facility shall pay for investigations conducted by the OPM in advance. In these instances, the Contractor shall reimburse the VA facility within 30 days.

**15.10.3** The VA Security and Investigations Center (07C) shall notify the contracting officer and Contractor after adjudicating the results of the background investigations received from OPM.

**15.10.4** The COTR will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.

## **16 ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS**

### **Intranet/Internet**

**16.1** The Contractor shall comply with Department of Veterans Affairs (VA) Directive 6102 and VA Handbook 6102 (Internet/Intranet Services).

**16.2** VA Directive 6102 sets forth policies and responsibilities for the planning, design, maintenance support, and any other functions related to the administration of a VA Internet/Intranet Service Site or related service (hereinafter referred to as Internet). This directive applies to all organizational elements in the Department. This policy applies to all individuals designing and/or maintaining VA Internet Service Sites; including but not limited to full time and part time employees, Contractors, interns, and volunteers. This policy applies to all VA Internet/Intranet domains and servers that utilize VA resources. This includes but is not limited to va.gov and other extensions such as, “.com, .eddo, .mil, .net, .org,” and personal Internet service pages managed from individual workstations.

**16.3** VA Handbook 6102 establishes Department-wide procedures for managing, maintaining, establishing, and presenting VA Internet/Intranet Service Sites or related services (hereafter referred to as “Internet”). The handbook implements the policies contained in VA Directive 6102, Internet/Intranet Services. This includes, but is not limited to, File Transfer Protocol (FTP), Hypertext Markup Language (HTML), Simple Mail Transfer Protocol (SMTP), Web pages, Active Server Pages (ASP), e-mail forums, and list servers.

**16.4** VA Directive 6102 and VA Handbook 6102 are available at:

**Internet/Intranet Services Directive 6102**

[http://www.va.gov/pubs/directives/Information-Resources-Management-\(IRM\)/6102d.doc](http://www.va.gov/pubs/directives/Information-Resources-Management-(IRM)/6102d.doc)

Internet/Intranet Services Handbook 6102

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/6102h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/6102h.doc)

**16.5** Internet/Intranet Services Handbook 6102 Change 1 – updates VA's cookie use policy, Section 508 guidelines, guidance on posting of Hot Topics, approved warning notices, and minor editorial errors.

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/61021h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/61021h.doc)

**16.6** In addition, any technologies that enable a Network Delivered Application (NDA) to access or modify resources of the local machine that are outside of the browser's "sand box" are strictly prohibited. Specifically, this prohibition includes signed-applets or any ActiveX controls delivered through a browser's session. ActiveX is expressly forbidden within the VA while .NET is allowed only when granted a waiver by the VA CIO \*PRIOR\* to use.

**16.7** JavaScript is the preferred language standard for developing relatively simple interactions (i.e., forms validation, interactive menus, etc.) and Applets (J2SE APIs and Java Language) for complex network delivered applications.

## **17 SECTION 508 COMPLIANCE**

**17.1** The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

**17.2** In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2) (A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT 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. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.

**17.3** Section 508 text is available at:

<http://www.opm.gov/HTML/508-textOfLaw.htm>

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

## SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011

### C.1 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-8	DUTY-FREE ENTRY	OCT 2010
52.237-3	CONTINUITY OF SERVICES	JAN 1991

### C.2 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

### C.3 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)



## **C.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

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

(1) Means a small business concern:

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

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

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

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

## **C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

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

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

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

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

(End of Clause)

## **C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

[X] (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

[X] (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

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

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
  - ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
  - ☐ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
  - ☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
  - ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
  - ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
  - ☒ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
  - ☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - ☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - ☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - ☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - ☒ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - ☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
  - ☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - ☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☐ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds

\$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)



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

See attached document: Attachment A\_Instructions to Offerors\_VA777-14-Q-0244.

See attached document: Attachment B\_Past Performance Questionnaire\_VA777-14-Q-0244.

See attached document: Attachment C\_VA777-14-Q-0244 Pricing Schedule.

## SECTION E - SOLICITATION PROVISIONS

### E.1 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.2 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:

Anne Cardenas

Hand-Carried Address:

11152 S. Towne Sq.  
Saint Louis MO 63123  
Mailing Address:

11152 S. Towne Sq.  
Saint Louis MO 63123

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

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

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also

provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

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

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

(End of Provision)

#### **E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

#### **E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW.,

Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

## **E.6 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

## **E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

"Forced or indentured child labor" means all work or service—

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.



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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American—Free Trade Agreements—Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____
_____

*[List as necessary]*

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

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

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)