

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 75	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA119A-15-R-0024	
6. SOLICITATION ISSUE DATE 11-14-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Joshua Dean		b. TELEPHONE NO. (No Collect Calls) 240-215-1640		8. OFFER DUE DATE/LOCAL TIME 12-05-2014 1400	
9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541612 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703				16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Initiative 99 - Human Resource Line of Business (HRLob)  See B.3 COST/PRICE SCHEDULE  Questions are due November 21, 2014 by 2:00pm ET  Proposal Intentions are due December 1, 2014 by 2:00pm ET.  Proposals are due December 5, 2014 by 2:00pm ET.  <div style="text-align: center; font-size: small;">(Use Reverse and/or Attach Additional Sheets as Necessary)</div>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		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: TBD

b. GOVERNMENT: Contracting Officer 0010X  
Strategic Acquisition Center - Frederick  
Department of Veterans Affairs  
321 Ballenger Center Drive, Suite 125  
Frederick MD 21703

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.

Strategic Acquisition Center - Frederick  
Department of Veterans Affairs  
321 Ballenger Center Drive, Suite 125  
Frederick MD 21703

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

AMENDMENT NO	DATE

## B.2 PERFORMANCE WORK STATEMENT

### INTRODUCTION

The Office of Personnel Management launched its Human Resources Line of Business (HRLOB) initiative in 2004 to support the vision articulated in the President's Management Agenda. The HRLOB is expected to help the Federal Government realize the potential of electronic Government by transforming the delivery of human resources services. Through the HRLOB, VA will have an opportunity to move towards compliance with this federally-mandated Initiative; improve human capital management through recruitment, hiring, and retention efforts; and invest in workforce development in a way that supports fulfillment of our commitment to Veterans and their families. Accepting this charge, the VA Office of Human Resources and Administration (HRA) HRLOB was launched in Fiscal Year (FY) 2011 to transform delivery of Department-wide human resources services through the implementation of a new Human Resources Information System (HRIS), HR•Smart. The HRIS will replace VA's 50 year old Personnel Accounting and Integrated Data (PAID) system and provide significant upgrades such as (1) eliminating manual transactions and paper driven processes by allowing VA employees, HR, and managers to access a common system for all HR transactions in self-service tools; (2) standardizing delivery of processing personnel, benefits, and compensation actions; (3) increasing VA's effectiveness and productivity to streamline HR processes that support and track Title 5 and Title 38 populations; (4) reports/dashboard capabilities to improve decision making; and (5) increased data accuracy through HR system interfaces. The HRIS implementation will directly impact 300,000+ VA employees.

The VA HRLOB is aligned under VA Strategic Goal #1: Drive VA transformation through strategic human capital engagement, development, and talent acquisition. This includes, but is not limited to, a broad set of capabilities for improving hiring processes, leadership strategic decision making, and customer satisfaction. In order to meet its transformation objectives, the VA HRLOB contracted services from an approved private sector shared service center (SSC) provider. This approach will allow stronger focus on programmatic missions while the SSCs deliver administrative services efficiently in a cost-effective manner with a focus on the customer experience and service quality. Transitioning HRIS operations and services to a SSC will also enable VA to transform HR services from transactional-base to more strategic-based activities. Additionally, VA HRLOB, in partnership with the Office of Information and Technology (OIT), is in the second year of managing a \$123M HRIS SSC Migration Project to oversee development, change management, implementation, and transition to Operations and Maintenance (O&M). HRLOB will continue to manage the migration project by following the five phases below:

- i. Assess Phase – The VA envisions how it can best deliver HR services to support the mission and develop the business case for change. This phase is complete.
- ii. Define Phase – The VA develops detailed requirements that will be a basis for provider selection. This phase is complete.
- iii. Select Phase - VA selects a provider and negotiates the partnership, including service level expectations. This phase is complete.
- iv. Migrate Phase - The VA and provider work together to move selected operations from the agency to the service center. This phase is currently in progress through FY 2015.
- v. Operate and Improve Phase - Performance results are used to identify opportunities for improvement. This phase is planned for entry in FY 2015/2016.

This effort will directly support the VA HRLOB's execution in the Migrate and Operate and Improve Phases, to fully implement the HRIS and transition into O&M and sustainment. As the VA HRLOB continues to work toward transforming our HR capabilities, increased focus on critical internal program improvements include:

- i. Increased innovation through comprehensive and integrated change management strategies;

- ii. Integration across key HR, Information Technology, and Program Management work streams;
- iii. Ongoing strategic planning and alignment of program, goals, and performance;
- iv. Increased program management oversight with established Portfolio management capabilities;
- v. Established repeatable program and project life-cycle processes and procedures;
- vi. Increased project management capability and continual performance assessment;
- vii. Greater efficiency across the migration projects' nine integrated project teams;
- viii. Understanding of opportunities to leverage and integrate new technology across the VA; and
- ix. Understanding of VA's readiness to target other potential HR Information Technology Initiatives.

Through ongoing assessment, planning, and improvement, this effort will enable the VA HRLOB to target the above improvements. Overall, the business services support will contribute to greater oversight and accountability as the transformation continues.

## **PERFORMANCE PERIOD**

The period of performance shall be a 12- month base from date of award and four 12-month option periods. Exercise of the option lies in the VA's sole discretion. The government estimates award of resultant contract on or prior to 20 Dec 2014.

## **PLACE OF PERFORMANCE**

Tasks under this PWS shall be performed at the contractor's facilities. Work performed at the contractor's facility will not require access to the VA Network or Personal Identifiable Information (PII). No work may be sent to, stored in, or accessed outside of the United States (U.S.) or its jurisdiction. The contractor may be required to perform limited activities at the Government facility to include attendance at meetings, and consequently require limited VA system access to build reports and/or analyze data. Government workspace will be provided under those circumstances so long as it is pre-approved by the CO and COR. Workspace may include telephone, desk, internet and Government computer. Any work at the Government site shall not take place on Federal holidays or weekends.

## **SCOPE**

The contractor shall not make any decisions or determinations for any Government employees but will develop recommendations for VA HR officials. The scope of this Performance Work Statement (PWS) includes services supporting HRLOB with the following functions and activities:

- i. Organizational Change and Training Support;
- ii. Strategic and Tactical Communication Support;
- iii. Strategic Resources and Transition Planning;
- iv. Program Management and Assessment;
- v. Program Evaluation and Audit;
- vi. Program Operations and Oversight Support;
- vii. Program and Project Management Analysis and Implementation Support;
- viii. Technical Support; and
- ix. Operations and Maintenance Support.

## **Tasks and Deliverables**

All deliverables shall be finalized after no more than two submissions for review by the Government.

### **1.1 Task 1 - Project Management Plan**

1. The Contracting Officer will hold a Project Kickoff Meeting within 10 business days after award of the resultant Order. The Contracting Officer will schedule the meeting and invite the Contractor Project Manager and any necessary contractor Key Personnel. The Contracting Officer

Representative (COR) and Government Project Manager will attend the meeting. The Project Kickoff Meeting shall allow all parties to formally meet, and set working expectations throughout the life of this Order. The contractor shall provide a Contractor Project Management Plan (CPMP) for the entire project award, including technical approaches, management approaches, schedule, work breakdown structure, and identification of roles and responsibilities for the Office of Human Resource Management (OHRM) and contractor program managers to be reviewed and approved by OHRM prior to start of work of remaining tasks. No later than 20 calendar days after the kickoff meeting, the contractor shall provide the Contracting Officer's Representative (COR) the draft CPMP that addresses how each PWS task and deliverable will be accomplished to include accountability and responsibility for each; management organization and staffing for the project and contingency planning; and standard operating procedures for ensuring quality management strategies, risk identification and mitigation, communications strategies and materials, and implementation for services. The Government will review the draft PMP and provide comments back to the Contractor within 10 business days after receipt of the draft. The final CPMP is due 30 days after initial submission of the draft CPMP.

2. The contractor shall provide a monthly status report (MSR) conducted in support of this PWS. The report shall cover month-end status of deliverables, accomplishments, planned activity for the next month, dependencies, risks, issues, and any other items that need the attention of OHRM regarding tasks under this contract. The contractor shall participate and take minutes in weekly status meetings with the Government to discuss specific progress of the program and any adverse issues impacting success of the program. The information discussed during these meeting should be reflected in the MSR.
3. The contractor project schedule shall be delivered in Microsoft Project 2010 .mpp digital format that includes all deadlines and milestones, as well as the activities or tasks required producing the deliverables.
4. The contractor shall provide a resource contingency plan to address shifts, changes, and gaps in personnel for labor hour tasks. The plan shall also address the impact on schedule, deliverables, and risk mitigations when there is a change in personnel.

### **Task 1 Deliverables**

- 1.1.1 Contractor Project Management Plan;
- 1.1.2 Monthly Status Reports; and
- 1.1.3 Resource Contingency Plan.

### **1.2 Task 2 - Organizational Change Management Support**

The contractor shall support the Government with design, development, recommendation, and implementation, upon Government approval, of a comprehensive HRLOB Organizational Change Management (OCM) Program. Contractor shall not hold themselves out as VA personnel, but rather contributors in support of a VA mission. The OCM Program shall include an integrated approach to communications, training, and transition. Recommended approach, strategies, and solutions shall be feasible in scope and achievable which will be measured through incremental Government milestones that will be specified at the kickoff meeting.

#### *1. OCM support activities:*

- a. The contractor shall establish an OCM program. This shall include developing the defined methodology, criteria, improvement processes, and implementation plan for Government approval.

- b. The contractor shall review existing OCM plans and approaches and recommend improvements. The contractor shall update the OCM plan and assist with its implementation. The contractor shall conduct an annual program review, make recommended improvements and update the OCM plan as needed. The contractor shall also update the plan as program changes occur throughout the year.
- c. The contractor shall recommend OCM measurement criteria based on established program management plan principles and develop OCM metrics for Government review and approval. The contractor shall prepare quarterly progress reports on outcomes to demonstrate return on investment.
- d. The contractor shall plan and execute outreach to various stakeholder groups at the Government's direction. Support shall include road shows, town halls, webinars, brown bag sessions, and meetings, virtual and onsite.

2. *Communications support activities:*

- a. The contractor shall review existing communications plans and approaches and recommend improvements. The contractor shall update the communications plan and assist with its implementation.
- b. The contractor shall conduct a stakeholder and communications needs assessment.
- c. The contractor shall draft content for various communications artifacts as needed for Government review and approval. (e.g. engagement and marketing materials, position and issue papers, presentations, notices, newsletters, memos, talking points, brochures). The contractor shall develop artifacts consistent with HRA style guides.
- d. The contractor shall ensure all communications artifacts meet VA 508 compliance requirements. Results to be recorded in the MSR.
- e. The contractor shall plan and facilitate project or program meetings and sessions. The support shall include establishing and maintaining calendar invitations; tracking participation; facilitating meetings; collecting topics to develop agendas; recording minutes; documenting risks and action items; and forwarding updates to participants.
- f. The contractor shall facilitate up to 15 meetings per week ranging from 60 – 90 minutes for designated project areas based on need. Meetings will most often occur virtual and on occasion face-to-face.
- g. The contractor shall perform communications analytical support to include analysis and planning for messaging and outreach activities across the VA, challenges with communications activities completed, lessons learned, recommend improvements, and summarize and reports results.

3. *Training support activities:*

- a. The contractor shall rebaseline and revise existing training needs assessments. This includes reviewing the current needs assessment, recommending improvements, and conducting annual training needs assessments to identify changing customer training requirements.



- b. The contractor shall review existing training plans and approaches and recommend improvements. The contractor shall update the training plan and assist with its implementation.
  - c. The contractor shall develop no more than 30 individually customized development plans, to include training schedules for Administrations and Staff Offices. The contractor shall update these training plans with the latest requirements as they occur.
  - d. The contractor shall support the Government with developing new targeted user training based on curriculum gaps, to include system enhancements, business processes, reports, tools.
  - e. The contractor shall conduct and track registration to demonstrate Return on Investment (ROI), utilizing the Talent Management System capabilities or other available automating tools used by VA, results captured in the MSR.
  - f. The contractor shall support the Government with conducting virtual or in-classroom training sessions on existing and/or new curriculum for various modules and business processes.
  - g. The contractor shall establish a Training Evaluation Program. The contractor shall base their work on the Kirkpatrick's Level Four Evaluation Model. The contractor shall define methodology, criteria, evaluation process, improvement process, and implementation plan for Government Approval.
  - h. The contractor shall execute evaluation support, to include analysis of the quality and effectiveness of the training curriculum and delivery, along with reporting and summarizing training evaluation results.
  - i. The contractor shall assess existing job aids and tools and recommend improvements. Support shall include developing and/or updating job aids/tools to facilitate knowledge transfer. The contractor shall develop a maximum of 30 job aids in a contract year. The first 20 job aids shall be based on the current state needs. The last 10 job aids shall be based on future state needs.
  - j. The contractor shall perform training analytical support, to include analyzing data and program information to customize HRIS training development plans specific to training needs, as well as plan learning and development activities across the VA Staff Offices and Administrations. Results to be reported in the MSR
4. The contractor shall record OCM activities in the monthly status report.

## **Task 2 Deliverables**

- 1.2.1 Establish OCM Program;
- 1.2.2 Updated OCM Plan;
- 1.2.3 Quarterly Progress Reports;
- 1.2.4 Updated Marketing and Communications Plan;
- 1.2.5 Communications Needs Assessment;
- 1.2.6 Communications Artifacts;
- 1.2.7 Facilitation of 15 Meetings Per Week for Various Project Areas;
- 1.2.8 Communications Analysis Report;
- 1.2.9 Training Needs Assessments;
- 1.2.10 Updated Training Plan;
- 1.2.11 30 Training Development Plans;

- 1.2.12 Training Curriculum;
- 1.2.13 Virtual or In-Classroom Training Sessions: 1120 Hours for Training Sessions;
- 1.2.14 Establish Training Evaluation Program;
- 1.2.15 Training Evaluation Report;
- 1.2.16 Job Aids Assessment; and
- 1.2.17 30 Job Aids.

### **1.3 Task – 3 Program Management Planning Support**

1. The contractor shall support the Government with planning, developing, revising, coordinating, managing, and implementing new program and project management processes, analytical tools, and procedures. The contractor shall ensure the recommended approach is achievable and realistic. The contractor shall ensure that each work product is completed by providing analytical tools and techniques that facilitate visibility into all program/project activities. Results to be recorded in the MRS.
2. The contractor shall conduct an assessment and submit for Government approval their defined methodology, criteria, and processes. The assessment should identify gaps, recommend improvements, cost avoidance; and report compliance with VA strategic goals, Government mandates, and readiness for targeting other potential improvements under the Office of Personnel Management's Human Resources Information Technology and HRLOB Initiatives.
3. The contractor shall communicate the results of the review, analysis, assessment, and recommended implementation strategy in a briefing, report, and executive summary to be delivered to the Government.
4. The contractor shall integrate new and existing methodologies and analytical tools (such as a tracking data base, worksheets, matrices, etc.) to develop an integrated Program Management Plan that facilitates accountability and oversight. The Program Management Plan shall include updates to existing plans, processes, and supporting plans based on industry and Government best practices for the following:
  - a. Recommended new plans based on assessment;
  - b. Budget and Cost Management Plan;
  - c. Schedule Management Plan;
  - d. Quality Management Plan;
  - e. Resources Management Plan; and
  - f. Risk Management Plan.
5. The contractor shall support the Government with standing up operating program risk management and quality management capabilities. Quality management will include measurement success factors and criteria which will support the Government's efforts to monitor program performance. Results to be recorded in the MSR.
6. The contractor shall implement the Program Management Plan and maintain a tracking database for dependencies, schedule, milestones, risks, issues, and action items.
7. The contractor support shall migrate relevant management information into the new Government approved analytical tool(s) such as (tracking data base, worksheets, matrices, etc.) to ensure a comprehensive program management.
8. The contractor shall record program management planning activities in the monthly status report.

### **Task 3 Deliverables**

- 1.3.1 Assessment Report, Briefing and Executive Summary;
- 1.3.2 Integrated Program Management Plan; and
- 1.3.3 Program Management Tracking Database.

#### **1.4 Task 4 – Program Management Analyst Support**

1. The contractor shall draft for Government review standard operating procedures and user tools to standardize program operations and HRIS playbook to document program/project life-cycle and step-by-step processes.
2. The contractor shall plan, coordinate, and conduct four (4) studies to include surveys, data consolidation, analysis, and reporting results. Studies will be conducted to assess program/project efficiency and effectiveness and recommend improvements. Type of studies to be determined by the Government at the beginning of each quarter.
3. The contractor shall provide program management support with the execution of the Quality Management Plan, which is a component of the Program Management Plan. The contractor's support activities include alignment and implementation of the Quality Management Plan with review and periodic updating of quality objectives and metrics, and ongoing monitoring support for program operations.
4. The contractor shall provide program management support and conduct cost and benefits analyses.
5. The contractor shall provide program management support for the Government with tracking, reporting, and developing project schedules (release management, system integration, and system modernization), deliverables, risks, dependencies, and lessons learned.
6. The contractor shall provide program management support to assess project or program requirements, business processes, or user roles to identify gaps and recommend improvements for operational efficiency and effectiveness.
7. The contractor shall provide program management support for the Government with updating or drafting new requirements, business processes, and roles and responsibility documents. The requirements and Business Process Reengineering (BPR) support includes:
  - a. Providing assistance in developing requirements baseline and change control procedures for the IPTs, based upon guidance from the HRLOB management;
  - b. Maintaining existing project level documentation to include project-related plans, briefings, reports, meeting agendas and minutes, and business requirements;
  - c. Conducting and documenting requirements analysis as required;
  - d. Reviewing, analyzing and revising BPR artifacts; and
  - e. Performing business process modeling and re-engineering activities after Government approval.
8. The contractor shall recommend and implement, upon Government approval, processes to improve efficiency across integrated project teams to include ongoing planning, assessment, and documenting current and future needs.
9. The contractor shall support the Government with coordination between HRLOB contractors with the development and maintenance of a Master Integrated Project Team (s) level Work Breakdown Structures (WBSs) that promotes visibility of project activity across the program. These WBSs shall incorporate the scope and deliverables from each HRLOB IPT. The structure of the WBSs shall be consistent with the overall program work breakdown structure (PWBS) to enable integration of all IPT WBSs.

10. The contractor shall update each IPT level WBS in accordance with Government instructions.
11. The contractor shall coordinate, attend, and document meetings with the Government and other HRLOB contractors to capture ongoing project data and information. These meetings shall include Program Management Reviews (PMRs) and other reviews requested by the Government and as directed by the COR. Areas of project level support include:
  - a. Project schedule development, including task definition, duration, and resource estimates;
  - b. Gap analysis and data analysis against defined requirements:
  - c. With Government oversight, develop processes and associated business and requirements documentation (e.g. business rules, data specification, data and process flows, etc.);
  - d. Review project artifacts for compliance with established standards and for quality factors such as correctness, completeness, consistency, usability, fitness for use, maintainability, and traceability to project/program needs;
  - e. Maintain membership information for each of the IPTs; and
  - f. Establish and maintain project charters for each IPT, which defines purpose, membership, strategy, boundaries, process, and deliverables.
  - g. Results of program management support to be recorded in the MSR.
12. The contractor shall maintain and update action items and issues in the program management tracking database and publish action items summaries. Results to be recorded in the MSR.
13. The contractor shall plan, develop, and track twenty (20) travel packages in compliance with VA Conference/Travel requirements. This includes conducting travel research and developing justifications, estimates, and supporting documents.
14. The contractor shall track and develop four (4), one per quarter, summary reports for project expenditures rates and expenses.
15. The contractor shall develop four (4), one per quarter, HRIS performance reports. Types of performance reports to be determined by the Government at the beginning of each quarter. Parameters for the HRIS performance report will be provided to the contractor at the beginning of each quarter. In general the reports shall include quarterly results on program performance, outcome metrics, risks, lessons learned, and recommended improvements..
16. The contractor shall update, as appropriate, the Resources Management Plan. The plan shall include the definition and planning for the integration and transition of HRLOB and HRIS operational environments. The plan shall also consider the integration of key HRLOB work streams such as HR, IT, and program management.
17. The contractor shall develop a deliverables checklist for program/project tracking, update quarterly and submit for Government review and approval.
18. The contractor shall record program analysis support in the monthly status report.

#### **Task 4 Deliverables**

- 1.4.1 HRIS Playbook ;
- 1.4.2 Four (4) Final Report and Executive Summary for Study Results;
- 1.4.3 Twenty (20) Travel Packages;
- 1.4.4 Master IPT WBS;

- 1.4.5 One (1) Project Expense Summary Report Per Quarter (4 per contract year);
- 1.4.6 One (1) Performance Report Per Quarter (4 per contract year); and
- 1.4.7 Deliverable Checklist.

### **1.5 Task 5– Program Management Operations Support**

1. The contractor shall establish an internal Project/ Program Performance and Budget Portfolio. The portfolio shall link strategic goals, performance, and compliance with Government mandates. The contractor shall recommend for Government approval the defined methodology, criteria, evaluation, monitoring and control processes, improvement, and implementation plan.
2. The contractor shall implement, monitor, and execute the Project/ Program Performance and Budget Portfolio. The support shall include cost estimating, budget development, drafting business cases, and expenditure plans.
3. The contractor shall support the Government with program investment management and oversight. The contractor shall develop components of artifacts required such as the Investment Review Board (IRB) business case and briefing for submission to the government review and approval. The contractor shall support the Government with preparation for milestones reviews.
4. The contractor shall perform periodic updates to existing plans, to reflect changes in program schedule and resource levels or priorities.
5. The contractor shall support the Government with responding to information requests, audits, and data calls for budget and performance drills.
6. The contractor shall record program management operations activities in the monthly status report.

#### **Task 5 Deliverables**

- 1.5.1 Program/Project Budget and Performance Portfolio Plan;
- 1.5.2 RB Business Case; and
- 1.5.3 IRB Briefing.

### **1.6 Task 6 – Operations and Maintenance (O&M) Support**

1. The contractor shall support the Government with providing support on the Functional Helpdesk (non-technical) to include triaging tickets regarding system administration, corresponding business processes, user tools, etc.; tracking inquiries; and documenting required information.
2. The contractor shall evaluate, identify gaps, and recommend improvements for existing tools, such as standard operation procedures (SOPs), scripts, user guides, and other tools.
3. The contractor shall update SOPs, scripts, user guides, and/or draft three new tools.
4. The contractor shall plan, coordinate, and execute the Helpdesk Customer Evaluation Survey. The contractor shall analyze all data and provide a final report and executive summary.
5. The contractor shall record O&M activities in the monthly status report.

#### **Task 6 Deliverables**

- 1.6.1 Updated Standard Operation Procedure;
- 1.6.2 Updated Scripts;
- 1.6.3 Updated User Guides;

- 1.6.4 Three New Tools; and
- 1.6.5 Customer Evaluation Survey, including Final Report and Executive Summary.

### **1.7 Task 7 - Technical Support**

1. The contractor shall perform requirements analysis and assessment for the integration of internal and external HRIS interfaces. The support will include conducting meetings with system owners, documenting requirements, developing action plans, and assisting with execution.
2. The contractor shall support the Government with updating the business requirements document (BRD) and provide a requirements management plan.
3. The contractor shall build, generate, and run five reports and queries per quarter. The contractor shall assess, recommend improvements, and update workforce data reports.
4. The contractor shall track issues concerning reports and respond to customer inquiries in accordance with guidance from the Government. Results to be recorded in the MSR.
5. The contractor shall support the Government with testing activities, such as developing test scripts and scenarios for review and approval. Test scripts shall validate existing functionality and business processes, handle invalid inputs or unexpected user behavior (negative testing), and ensure that the new code does not disrupt current functionality.
6. The contractor shall support the Government with user acceptance testing, system integration testing, and independent verification and validation review. Results to be recorded in the MSR.
7. The contractor shall record technical activities in the monthly status report.

#### **Task 7 Deliverables**

- 1.7.1 Requirements Management Plan;
- 1.7.2 Update Business Requirements Document;
- 1.7.3 Five (5) Reports/Queries Quarterly; and
- 1.7.4 Test Scripts and Scenarios.

### **1.8 Task 8 – Program Evaluation and Audit**

1. The contractor shall support the Government with establishing an Evaluation and Audit Program. Audit services shall support the HRLOB Program, Projects, and Initiatives. The Evaluation and Audit Program will demonstrate direct link to strategic goals and performance. The Evaluation and Audit Program will assess and evaluate the components of the Program Management Plan for compliance with the Office of Personnel Management's HRLOB Initiative, VA Acquisitions Academy Program Management process, OHRM's Investment Review Board process, and other relevant VA initiatives and federal mandates.
2. The contractor shall develop and submit to the Government for review and approval an outline and audit checklist that explains the methodology, measurement criteria, audit process, audit principles that will be used that correspond to applicable federal mandates or VA program requirements, specific program components that HRLOB shall be audited against, evaluation strategy that will be used to determine performance and progress results, monitoring and/or controls techniques that will be used throughout the year to complete evaluation and audit work, and the process for recommending and implementing improvements for the annual evaluation and audit.

3. The contractor shall draft an implementation plan.
4. The contractor shall report results to the Government semi-annually via an audit report. The report shall minimally include audit and evaluation procedures, area components that were audited, evaluation process utilized, measurement criteria that HRLOB is being measured against; and a program status summary. The report shall also include HRLOB's compliance with mandates and VA initiatives, audit findings, evaluation performance results, results of all data collection procedures (i.e. surveys focus groups, and interviews), challenges, lessons learned, recommended improvements, etc.
5. The contractor shall record evaluation and audit activities in the monthly status report.

#### **Task 8 Deliverables**

- 1.8.1 Evaluation and Audit Outline and Checklist;
- 1.8.2 Audit Implementation Plan; and
- 1.8.3 Semi-Annual Audit Report.

#### **1.9 Task 9– Transition Support**

1. The contractor shall work with the Government to develop a Transition Plan for how the new contractor will proceed with program and project activities avoiding disruption from work performed by the previous contractor to ensure a seamless service transition.
2. The contractor's Transition Plan shall include data collection from the Government in the following areas:
  - a. Status of all deliverables;
  - b. Problems encountered during the period of performance and mitigation;
  - c. Problems or issues that require immediate action;
  - d. Delivery of all documentation and deliverables (in hard copy and electronic format)
  - e. Outline of how the contractor shall transition follow on requirements;
  - f. List of key personnel and their roles;
  - g. Schedule of tasks and events to ensure continuity of program and project support; and
  - h. Outgoing transition roadmap of how services will be transitioned upon contract expiration and transition checklist.
3. The contractor shall submit the Transition Plan for Government approval 30 days after contract award.
4. The contractor shall provide transition services collaborating with the Government to transition the incumbent contractor 15 business days prior to contract expiration. Results to be recorded in the MSR.
5. The contractor shall record transition support activities in the monthly status report.

#### **Task 9 Deliverables**

- 1.9.1 Transition Plan; and
- 1.9.2 Transition Checklist.

#### **Key personnel**

##### General

The HRLOB is a dynamic program that integrates support services from both internal and external service providers. Service providers are expected to possess a good understanding of VA, HRA, and OHRM environments. HRLOB has established an environment where particular value is placed upon contract resources that act and perform in a consultative and advisory manner. The contractor staff is expected to engage in an open, free exchange of ideas that challenge the status quo, to ask probing questions to ensure progress is properly aligned, and ensure full consideration is given to competing options and ideas. Emphasis is placed on working in a positive, professional, and collaborative manner with Government and other contractor staff.

The contractor shall be responsible for managing and overseeing the activities of all contractor personnel, as well as, subcontractor efforts used in performance of this effort. Contractor 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 PWS.

Contractor personnel shall have the level of experience necessary to accomplish the requirements of this PWS. Contractor personnel are expected to be proficient in using office automation equipment and software, and have sufficient written and verbal communication skills to support VA program offices, their customers, and any other VA organizations. Contractor personnel are to serve in a support role; therefore, final decisions regarding inherently governmental functions will always be made by Government personnel.

**Key Personnel:** Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the contractor as "Key Personnel."

**Substitution of Key Personnel:** All contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR, or Authorized Designee, and the CO at least 30 calendar days in advance of the effective date. The request shall include a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the CO necessary to approve or disapprove the proposed substitution. New personnel shall not commence work until all required security requirements, including, but not limited to background checks, as defined in Section B.3, have been fulfilled and resumes provided and accepted. The COR, or Authorized Designee, and the CO will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. Substituted personnel must have the same or better education, experience, and credentials as the staff originally proposed, subject to the CO's express written review and approval.

The following personnel shall be designated as "Key Personnel". The Government does not intend to dictate the composition of the team to perform this requirement. The contractor is encouraged to propose key positions, as it deems beneficial to the Government, in light of its proposed managerial and technical methodology. While a one-to-one correlation between key personnel and core competencies is not required, it is suggested that the contractor propose a balanced team to mitigate project risk, to include:

- i. Senior Program Manager;
- ii. Deputy Program Manager;
- iii. Quality Assurance Specialist;
- iv. Risk Management Specialist;
- v. Performance Management Specialist;
- vi. Program Analyst;
- vii. Senior Communications Specialist; and
- viii. Senior Training Specialist.

Specialized experience for the Key Personnel is specified in the following paragraphs. The specialized experience listed below is desirable, but not mandatory, with the exception of the Senior



Program Manager and the Deputy Program Manager. All experience will be evaluated based on relevance to this contract.

### **Senior Program Manager**

The contractor shall identify a Senior Program Manager (PM) to serve as the Government's major point-of-contact and to provide supervision and guidance for all contractor personnel assigned to the contract. The PM is ultimately responsible for the quality and efficiency of the HRLOB support effort. The PM should have a minimum of 7 years of recent experience successfully planning, directing, and managing complex programs similar in size and scope of the HRLOB Program.

The PM shall have demonstrably strong managerial experience organizing, planning, directing, and managing contractor staff to ensure that the goals and objectives of the program are met. The PM shall possess an appropriate certification in program or project management such as the Project Management Institute Project Management Professional. The PM shall demonstrate strong experience in problem resolution, process improvement, performance management, and change management. The PM shall demonstrate:

- i. Knowledge, background, and experience with VA/HRA/OHRM operating environment and organizational culture;
- ii. Administrative leadership of task compliance with industry accepted standards, and working under structured life cycle standards;
- iii. Knowledge of HRLOB Initiative and experience with HRIS SSC Implementations;
- iv. Knowledge of performance management, evaluation and audit and quality assurance concepts and guidelines;
- v. The ability to analyze, diagnose, and define problems, issues, and develop resolution; pertaining to complex long-term investments, and the procurement and management of integrated services; and
- vi. Demonstrated ability for oral and written communication with the highest levels of management.

### **Deputy Program Manager**

The contractor shall identify a Deputy Program Manager (DPM) to provide the core program management support for the HRLOB program. The DPM shall possess an appropriate certification in program or project management and processes improvement such as the Project Management Professional, and Lean Six Sigma. The DPM shall have a minimum of 5 years of program management experience, managing a wide range of programs and initiatives. The DPM shall have analytical and programmatic skills and experience operating in a complex consulting environment. The DPM should have recent experience managing a diverse group of functional activities and subordinate groups of technical and business personnel. At a minimum, the DPM shall demonstrate:

- i. Knowledge of technical, business, and resource management best practices and tools;
- ii. Experience maintaining and overseeing program cost, schedule, and performance activities;
- iii. Ability to ensure availability and effective use of resources to achieve goals and performance outcomes;
- iv. Experience preparing and communicating program status, progress, and results; and
- v. Ability to provide subject matter expertise at the highest level of the organization.

### **Program Analyst**

The contractor shall identify a Program Analyst to provide the core program management support for HRLOB integrated project teams. This key resource shall possess an appropriate certification in program or project management such as the Project Management Institute Professional (PMP). The Program Analyst shall have a minimum of 5 years of experience in PMO support activities, project controls including detailed schedule analysis, managing scope, schedule, and budget for services based enterprise-wide projects and programs. The Program Analyst shall demonstrate:

- i. Demonstrated ability to effectively interface with all project stakeholders; develop, review, and assess project estimates; and collect and analyze project performance data.

- ii. Knowledge of analytical tools and techniques used to effectively plan and communicate project status to executive level stakeholders.

### **Performance Management Specialist**

The Performance Management Specialist should have a minimum of 7 years of experience in performance management and measurement of large-scale federal IT programs, as well as educational experience appropriate to the discipline. This key resource should have significant recent experience acting as a strategic resource to define the performance measures and associated metrics for an enterprise-wide system implementation in a decentralized government organization. It is desirable that the Performance Management Specialist demonstrates specialized knowledge and/or experience in the following areas:

- i. Experience in establishing and monitoring performance metrics in large, Federal programs and organizations.
- ii. Experience with development and implementation of performance management strategies and tactics.
- iii. Experience developing and monitoring performance metrics for the projects to measure both contractor performance, as well as project or program performance.
- iv. Ability to ensure alignment of program metrics with organizational mission, goals and objectives, as well as stakeholder expectations.

### **Senior Communications Specialist**

The Senior Communications Specialist should have a minimum of 7 years of experience in communications, as well as educational experience appropriate to the discipline. This key resource should have significant recent experience with developing and delivering communications for large, enterprise-wide system implementations. The Senior Communications Specialist shall demonstrate specialized knowledge and/or experience in the following areas:

- i. Experience with the development of an overall strategy, tactics, and success metrics for a communications plan;
- ii. Experience managing the development, production, inventory, and distribution of written communications materials; and
- iii. Experience planning, organizing, and implementing a communications program that is focused on both internal and external stakeholders to provide continual and timeline information on Transformation Program activities.

### **Senior Training Specialist**

The Senior Training Specialist should have a minimum of 7 years of experience in organizational training, as well as a degree in Instructional Design, or other comparable educational and training as appropriate to the discipline. This key resource should have significant recent experience with the design and delivery of training programs for large, enterprise-wide system implementations. The Senior Training Specialist shall demonstrate specialized knowledge and/or experience in the following areas:

- i. Experience in developing and conducting both classroom and web-based training;
- ii. Experience working with key stakeholders to ensure that all processes identified are covered in training and policy and procedures;
- iii. Ability to work closely with the program/project managers to identify, develop and implement training tasks required to achieve program objectives;
- iv. Strong communication, facilitation and presentation skills.

### **Training**

To assist with this transformation, the Government may provide a demonstration of VA's new solution - Human Resources Information System at the Government's discretion. This demonstration will occur at a Government facility or by virtual sessions. This demonstration will be held for those contractors involved with training, help desk, or technical support activities.

## Travel

The Contractor may be authorized for no more than (5) travel events, to include testing cycles and training deliveries, per contract year. Travel shall only occur between the Government's Site, (Washington DC) or Government site specified by COR and the Contractor's Site. Travel and per diem shall be reimbursed in accordance with Federal Travel Regulations. Each Contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. Local travel within a 50-mile radius from the Contractor's facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed. Travel, subsistence and associated labor charges for travel time for travel beyond a 50-mile radius of the Contractor's facility are authorized on a case-by-case basis and must be pre-approved by the COR and Contracting Officer.

## B.3 PRICE/COST SCHEDULE

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: POP End: TASK 1 - Project Management Plan	12.00	MO		
0002	Contract Period: Base POP Begin: POP End: TASK 2 - Organizational Change Management Support	12.00	MO		
0003	Contract Period: Base POP Begin: POP End: TASK 3 - Program Management Planning Support	12.00	MO		
0004	Contract Period: Base POP Begin: POP End: TASK 4 - Program Management Analyst Support	12.00	MO		
0005	Contract Period: Base POP Begin: POP End: TASK 5 - Program Management Operations Support	12.00	MO		
0006	Contract Period: Base POP Begin: POP End: TASK 6 - Operations and Maintenance Support	12.00	MO		
0007	Contract Period: Base	12.00	MO		

	POP Begin: POP End: TASK 7 - Technical Support				
<b>0008</b>	Contract Period: Base POP Begin: POP End: TASK 8 - Program Evaluation and Audit	12.00	MO		
<b>0009</b>	Contract Period: Base POP Begin: POP End: TASK 9 - Transition Support	12.00	MO		
<b>0010</b>	Contract Period: Base POP Begin: POP End: Travel	1.00	NTE		TBD
<b>1001</b>	Contract Period: Option 1 POP Begin: POP End: TASK 1 - Project Management Plan	12.00	MO		
<b>1002</b>	Contract Period: Option 1 POP Begin: POP End: TASK 2 - Organizational Change Management Support	12.00	MO		
<b>1003</b>	Contract Period: Option 1 POP Begin: POP End: TASK 3 - Program Management Planning Support	12.00	MO		
<b>1004</b>	Contract Period: Option 1 POP Begin: POP End: TASK 4 - Program Management Analyst Support	12.00	MO		
<b>1005</b>	Contract Period: Option 1 POP Begin: POP End: TASK 5 - Program Management Operations Support	12.00	MO		
<b>1006</b>	Contract Period: Option 1 POP Begin: POP End: TASK 6 - Operations and Maintenance Support	12.00	MO		
<b>1007</b>	Contract Period: Option 1	12.00	MO		

	POP Begin: POP End: TASK 7 - Technical Support				
<b>1008</b>	Contract Period: Option 1 POP Begin: POP End: TASK 8 Program Evaluation and Audit	12.00	MO		
<b>1009</b>	Contract Period: Option 1 POP Begin: POP End: (OPTIONAL)TASK 9 - Transition Support	12.00	MO		
<b>1010</b>	Contract Period: Option 1 POP Begin: POP End: Travel	1.00	NTE		TBD
<b>2001</b>	Contract Period: Option 2 POP Begin: POP End: TASK 1 - Project Management Plan	12.00	MO		
<b>2002</b>	Contract Period: Option 2 POP Begin: POP End: TASK 2 - Organizational Change Management Support	12.00	MO		
<b>2003</b>	Contract Period: Option 2 POP Begin: POP End: TASK 3 - Program Management Planning Support	12.00	MO		
<b>2004</b>	Contract Period: Option 2 POP Begin: POP End: TASK 4 - Program Management Analyst Support	12.00	MO		
<b>2005</b>	Contract Period: Option 2 POP Begin: POP End: TASK 5 - Program Management Operations Support	12.00	MO		
<b>2006</b>	Contract Period: Option 2 POP Begin: POP End: TASK 6 - Operations and Maintenance Support	12.00	MO		
<b>2007</b>	Contract Period: Option 2	12.00	MO		

	POP Begin: POP End: TASK 7 - Technical Support				
<b>2008</b>	Contract Period: Option 2 POP Begin: POP End: TASK 8 Program Evaluation and Audit	12.00	MO		
<b>2009</b>	Contract Period: Option 2 POP Begin: POP End: (OPTIONAL)TASK 9 - Transition Support	12.00	MO		
<b>2010</b>	Contract Period: Option 2 POP Begin: POP End: Travel	1.00	NTE		TBD
<b>3001</b>	Contract Period: Option 3 POP Begin: POP End: TASK 1 - Project Management Plan	12.00	MO		
<b>3002</b>	Contract Period: Option 3 POP Begin: POP End: TASK 2 - Organizational Change Management Support	12.00	MO		
<b>3003</b>	Contract Period: Option 3 POP Begin: POP End: TASK 3 - Program Management Planning Support	12.00	MO		
<b>3004</b>	Contract Period: Option 3 POP Begin: POP End: TASK 4 - Program Management Analyst Support	12.00	MO		
<b>3005</b>	Contract Period: Option 3 POP Begin: POP End: TASK 5 - Program Management Operations Support	12.00	MO		
<b>3006</b>	Contract Period: Option 3 POP Begin: POP End: TASK 6 - Operations and Maintenance Support	12.00	MO		
<b>3007</b>	Contract Period: Option 3	12.00	MO		

	POP Begin: POP End: TASK 7 - Technical Support				
<b>3008</b>	Contract Period: Option 3 POP Begin: POP End: TASK 8 Program Evaluation and Audit	12.00	MO		
<b>3009</b>	Contract Period: Option 3 POP Begin: POP End: (OPTIONAL)TASK 9 - Transition Support	12.00	MO		
<b>3010</b>	Contract Period: Option 3 POP Begin: POP End: Travel	1.00	NTE		TBD
<b>4001</b>	Contract Period: Option 4 POP Begin: POP End: TASK 1 - Project Management Plan	12.00	MO		
<b>4002</b>	Contract Period: Option 4 POP Begin: POP End: TASK 2 - Organizational Change Management Support	12.00	MO		
<b>4003</b>	Contract Period: Option 4 POP Begin: POP End: TASK 3 - Program Management Planning Support	12.00	MO		
<b>4004</b>	Contract Period: Option 4 POP Begin: POP End: TASK 4 - Program Management Analyst Support	12.00	MO		
<b>4005</b>	Contract Period: Option 4 POP Begin: POP End: TASK 5 - Program Management Operations Support	12.00	MO		
<b>4006</b>	Contract Period: Option 4 POP Begin: POP End: TASK 6 - Operations and Maintenance Support	12.00	MO		
<b>4007</b>	Contract Period: Option 4	12.00	MO		

	POP Begin: POP End: TASK 7 - Technical Support					
<b>4008</b>	Contract Period: Option 4 POP Begin: POP End: TASK 8 Program Evaluation and Audit	12.00	MO			
<b>4009</b>	Contract Period: Option 4 POP Begin: POP End: (OPTIONAL)TASK 9 - Transition Support	12.00	MO			
<b>4010</b>	Contract Period: Option 4 POP Begin: POP End: Travel	1.00	NTE		TBD	
<b>GRAND TOTAL</b>						

## B.4 DELIVERABLE SCHEDULE

*All deliverables shall be delivered to the COR unless otherwise specified.*

<b>Task 1 – Project Management Plan</b>	<b>Due Dates</b>
1.1.1 Contractor Project Management Plan (CPMP)	Initial draft due 20 calendar days after the kickoff meeting. Final draft due 30 calendar days after the submission of the initial draft.
1.1.2 Monthly Status Reports	Due 5 <sup>th</sup> business day of each month
1.1.3 Resource Contingency Plan	Initial draft due 20 calendar days after the kickoff meeting. Final draft due 30 calendar days after the submission of the initial draft.
<b>Task 2 – Organizational Change Management Support</b>	<b>Due Dates</b>
1.2.1 Establish OCM Program	Final due 60 calendar days after kickoff date.
1.2.2 Updated OCM Plan	Initial draft due 60 calendar days after the kickoff date. Final draft due 30 calendar days after the submission of the initial draft.
1.2.3 Quarterly Progress Reports	Due dates as defined in the Communications Plan
1.2.4 Updated Marketing and Communications Plan	Initial draft due 60 calendar days after the kickoff date. Final draft due 30 calendar days after the submission of the initial draft.
1.2.5 Communications Needs Assessment	Final draft due 30 calendar days after the kickoff meeting
1.2.6 Communications Artifacts	Due dates as defined in Communications Plan
1.2.7 Facilitation of 15 meetings per week for various project areas	Due dates as defined in the Contractor Project Management Plan
1.2.8 Communications Analysis Report	Due date as defined in Communications Plan
1.2.9 Training Needs Assessments	Final draft due 30 calendar days after the kickoff meeting
1.2.10 Updated Training Plan	Initial draft due 60 calendar days after the



	kickoff date. Final draft due 30 calendar days after the submission of the initial draft.
1.2.11 30 training development plans	Due dates as defined in Training Plan
1.2.12 Training Curriculum	Due dates as defined in Training Plan
1.2.13 Virtual or In Classroom Training Sessions - 1120 for training sessions	Due dates as defined in Training Plan
1.2.14 Establish Training Evaluation Program	Final due 90 calendar days after kickoff date.
1.2.15 Training Evaluation Report	Due dates as defined in Training Plan
1.2.16 Job Aids Assessment	Initial draft due 30 calendars days after kickoff meeting.
1.2.17 20 job aids based on current state needs	Due dates is 60 calendar days after initial submission of job aids assessment
10 job aids based on future state needs	Due 15 calendar days after government approve requirements
<b>Task 3 – Program Management Planning Support</b>	<b>Due Dates</b>
1.3.1 Assessment Report, Briefing and Executive Summary	Due 60 calendar days after approval of CPMP
1.3.2 Integrated Program Management Plan	Due 90 calendar days after approval of CPMP
1.3.3 Program Management Tracking Database	Due 90 calendar days after approval of CPMP
<b>Task 4 – Program Management Analyst Support</b>	<b>Due Dates</b>
1.4.1 HRIS Playbook	Draft due 120 calendar days after contract award. Final draft due 30 days after initial submission. Content shall be updated within 30 days after each project life cycle
1.4.2 Four (4) Final Report and Executive Summary for Study Results	Due 30 calendar days at the end of each fiscal quarter
1.4.3 Twenty (20) Travel Packages	For travel packages under \$20K, due in 3 business days. If it's an expedited request, it is due in 1 business days  For travel packages over \$20K, due in 5 business days. If it's an expedited request, it is due in 3 business days
1.4.4 Master IPT WBS	Initial draft due 30 calendar days after the kickoff date. Final draft due 30 calendar days after the submission of the initial draft.
1.4.5 One (1) Project summary report per quarter	Due 30 calendar days at the end of each fiscal quarter
1.4.6 One (1) Performance Report per quarter	Due 30 calendar days at the end of each fiscal quarter
1.4.7 Deliverable Checklist	Draft due 30 calendar days after submission of the final CPMP. Final due 15 calendar days after initial submission.
<b>Task 5 – Program Management Operations Support</b>	<b>Due Dates</b>
1.5.1 Program/Project Budget and Performance Portfolio Plan	Initial draft due March 1 <sup>st</sup> , 2015. Subsequent updates due every 6 months
1.5.2 IRB Business Case	Due dates as defined in the CPMP
1.5.3 IRB Briefing	Due dates as defined in the CPMP
<b>Task 6 – Operations and Maintenance Support</b>	<b>Due Dates</b>
1.6.1 Updated Standard Operation Procedure	Due 30 calendar days after each deployment cycle and release

1.6.2 Updated Scripts	Due 30 calendar days after each deployment cycle and release
1.6.3 Updated User Guides	Due 30 calendar days after each deployment cycle and release
1.6.4 Three New Tools	Due 30 calendar days after each deployment cycle and release
1.6.5 Customer Evaluation Survey, including Final Report and Executive Summary	Due 30 calendar days after deployment. Follow up survey due 6 months afterwards
<b>Task 7 – Technical Support</b>	<b>Due Dates</b>
1.7.1 Requirements Management Plan	Due 30 calendar days upon government request
1.7.2 Updated Business Requirements Documents	Due 30 calendar days upon government request
1.7.2 Five (5) reports/queries quarterly	Due 10 business days of each fiscal quarter
1.7.4 Test Scripts and Scenarios	Due dates as defined in the CPMP
<b>Task 8 – Program Evaluation and Audit</b>	<b>Due Dates</b>
1.8.1 Evaluation and Audit Outline and Checklist	Due dates as defined in the CPMP
1.8.2 Audit Implementation Plan	Due 90 calendar days after approval of CPMP
1.8.3 Semi-Annual Audit Report	Initial draft due 6 months after contract award and then finalized 6 months after initial submission
<b>Task 9 – Transition Support</b>	<b>Due Dates</b>
1.9.1 Transition Plan	Initial draft due 15 calendar days after the kickoff meeting. Final due 15 calendar days after the initial draft submission
1. 9.2 Transition Checklist	Initial draft due 15 calendar days after the kickoff meeting. Final due 15 calendar days after the initial draft submission

## **B.5 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. 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.6 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract

resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

(End of Clause)

## **SECTION C - CONTRACT CLAUSES**

### **C.1 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to

infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.**—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database,

and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

*(u) Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.



(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

## **C.2 FAR 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 10 days before the end of the period of performance.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days before the end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

## **C.4 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.5 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled

veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **C.6 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.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

## **C.8 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

### **FAR Number**

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT  
TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

### **FAR Number**

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
SUBCONTRACTORS

## **C.9 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 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).

☒ (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).

☒ (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).

☐ (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.
- ☒ (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.
- ☐ (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 (JUL 2014) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (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).

#### Employee Class

#### Monetary Wage-Fringe Benefits

☐ (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 (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) 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)).



(xi) 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).

(xii) 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).

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

(xiv) 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).

(xv) 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.

(xvi) 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)

## **C.10 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

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

### D.1 ATTACHMENT A – QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
<b>Overarching Planning Documents and Tool: For all planning documents (e.g. communication, project plan, training plan etc.)</b>	Quality	All plans shall demonstrate feasibility and achievability that contain short-term and long term success criteria  All plans should account for all environmental factors such as HR calendar, government holidays, and VA internal processes without impacting critical milestones and identification of entry and exit criteria  ROI metrics, evaluations, and audits shall be based on S.M.A.R.T criteria (Specific, measureable, actionable, relevant, timeliness)	100% Inspection
	Timeliness	Project schedules should be updated within 5 business days of each month and upon entry and exit of each project phase	100% Inspection
<b>Task 1: Project Management Plan</b>	Timeliness	All deliverables finalized within 5 business days of each month	100% Inspection
	Quality	Deliverables (specific to monthly reports) shall include tasks, accomplishments, risks, dependencies, and issues	100% Inspection

<b>Task 2: Organizational Change Management Support</b>	Timeliness	<p>All communication artifacts shall meet the due dates established in communications plan 98% of the time</p> <p>Facilitation meeting notes finalized and disseminated to participants within 2 business days of the meetings.</p>	100% Inspection
	Quality	<p>100% training participants shall be tracked in accordance to PWS</p> <p>Meeting minutes, to include action items, documented, tracked, and monitored in between meeting cycles with 100% accuracy</p> <p>Training and job aids materials shall be objective based, designed with 98% accuracy, compliant with Section 508, and audience-specific content</p>	100% Inspection
<b>Task 3: Program Management Planning Support</b>	Quality	(See <b>Overarching Planning Documents and Tool</b> metrics)	100% Inspection
<b>Task 4: Program Management Analyst Support</b>	Quality & Timeliness	(See <b>Overarching Planning Documents and Tool</b> metrics)	100% Inspection
<b>Task 5: Program Management Operations Support</b>	Quality & Timeliness	(See <b>Overarching Planning Documents and Tool</b> metrics)	100% Inspection
<b>Task 6: Operations and Maintenance Support</b>	Quality & Timeliness	(See <b>Overarching Planning Documents and Tool</b> metrics)	100% Inspection
<b>Task 7: Technical Support</b>	Quality & Timeliness	(See <b>Overarching Planning Documents and Tool</b> metrics)	100% Inspection
<b>Task 8: Program Evaluation and Audit</b>	Quality & Timeliness	(See <b>Overarching Planning Documents and Tool</b> metrics)	100% Inspection
<b>Task 9: Transition Support</b>	Quality & Timeliness	(See <b>Overarching Planning Documents and Tool</b> metrics)	100% Inspection

## D.2 ATTACHMENT B – BACKGROUND INVESTIGATION WORKSHEET

**The following applicant is a Contract employee (Complete a Contractor Background Investigation Request Worksheet for all applicants who have access to VA facilities, systems or privacy data):**

Station where applicant will work:

Station Name – City: \_\_\_\_\_ State: \_\_\_\_\_ Station #: \_\_\_\_\_

Station to be billed for clearance:

Station Name – City: **Washington** State: **DC** Station #: **101**

**\*Please complete the following fields on each Contract Employee:**

Applicant Name:

Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle (If none (NMN)): \_\_\_\_\_

SSN: \_\_\_\_\_ DOB: \_\_\_\_\_ Email: \_\_\_\_\_

Place of Birth: City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Contractor Occupation: \_\_\_\_\_

Do you have a clearance pending or completed with OPM? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, what level? \_\_\_\_\_

Are you asking for a low risk clearance on a foreign national? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Type of Investigation requested:

BI (High Risk): \_\_\_\_\_ MBI (Moderate Risk): \_\_\_\_\_ NACI (Low Risk): \_\_\_\_\_

Is this a security upgrade to the contract you are currently working? Yes: \_\_\_\_\_ No: \_\_\_\_\_

VA COR: \_\_\_\_\_ VA COR Phone: \_\_\_\_\_

VA COR Email: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Prime Contracting Company Name: \_\_\_\_\_

Prime Contracting Company POC: \_\_\_\_\_

POC Phone: \_\_\_\_\_ POC Email: \_\_\_\_\_

Complete Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Task Order/Contract #: \_\_\_\_\_

Obligation #: \_\_\_\_\_

If you are a Sub, what is your Company Name? \_\_\_\_\_

### **D.3 ATTACHMENT C – DETAILED PRICING SPREADSHEET**

See attached document: ATTACHMENT C\_DETAILED PRICING SCHEDULE.

## D.4 ATTACHMENT D – PAST PERFORMANCE QUESTIONNAIRE (PPQ)

Department of Veterans Affairs (VA), Human Resources Line of Business (HRLOB), Solicitation:  
VA119A-15-R-0024

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Send completed questionnaires to [Terrie.Nestor@va.gov](mailto:Terrie.Nestor@va.gov) and [Joshua.Dean@va.gov](mailto:Joshua.Dean@va.gov).

Offeror's Name: \_\_\_\_\_

Name of Person Completing the Evaluation: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Title \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Location of Services Provided (City, State, and Zip code): \_\_\_\_\_

Please rate the offeror in each of the following areas. Note there is room for comments where you deem remarks would be helpful to our evaluation.

Rating	Definition
Excellent (E)	Based on the Offeror's performance record, essentially no risk exists that the Offeror will successfully perform the required effort. Past performance effort involved essentially the same size, scope, and complexity this solicitation requires.
Good (G)	Based on the Offeror's performance record, low risk exists that the Offeror will successfully perform the required effort. Past performance effort involved much of the size, scope, and complexity this solicitation requires.
Satisfactory (S)	Based on the Offeror's performance record, moderate risk exists that is offset by other factors that the Offeror will successfully perform the required effort. Past performance effort involved some of the size, scope, and complexity this solicitation requires.
Neutral/Unknown (N)	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.
Marginal (M)	Based on the Offeror's performance record, substantial risk exists that the Offeror will successfully perform the required effort.
Unsatisfactory (U)	Based on the Offeror's performance record, extreme risk exists that the Offeror will successfully perform the required effort.

<b>1. Quality of Performance:</b>	E	G	S	N	M	U
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Compliance with contract requirements, use of appropriate staff, and technical excellence in the appropriate area

<b>2. Timeliness of Performance:</b>	E	G	S	N	M	U
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The offerors ability to meet milestones — responsiveness to technical direction, and timely compliant performance

<b>3. Customer Satisfaction</b>	E	G	S	N	M	U
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The Offeror's commitment to customer satisfaction and their cooperative, reasonable businesslike behavior—this includes effective management, responsiveness to contract requirements, honesty and integrity, prompt notification of problems, flexible and proactive qualities and effective staff and management

<b>4. Cooperation</b>	E	G	S	N	M	U
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The quality of cooperation (with each other) of key individuals within the Contractor's organization, and quality of cooperation and performance between the Contractor and its clients

<b>5. Flexibility (Standard)</b>	E	G	S	N	M	U
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Ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements

<b>6. Flexibility (Emergencies)</b>	E	G	S	N	M	U
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Ability to handle unexpected events/crises/etc. properly and to provide solutions to problems in a timely manner

<b>7. Understanding</b>	E	G	S	N	M	U
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Understanding of the work, including creativity and thoroughness shown in understanding the objectives, specific tasks, and planned execution of the project

<b>8. Conceptualization</b>	E	G	S	N	M	U
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Degree to which the offeror can thoroughly conceptualize a process and propose solutions that significantly redesign a program

**9.** Based on the Offeror's overall performance, would you award them another contract?

☐ YES    ☐ NO    If No, please explain

**10.** Have you issued a cure notice, show cause notice, suspension of progress payments or other letters directing the correction of a performance problem in the past 3 years?

☐ YES    ☐ NO    If Yes, please explain

**11.** In past three years, have you terminated this Offeror for default, or are there any pending termination actions?

☐ YES    ☐ NO    If Yes, please explain

**12.** Have you discussed any adverse past performance problems with the Offeror and have you given them an opportunity to comment?

☐ YES    ☐ NO    If Yes, please provide details and explain

**13.** Have you filed past performance information in a database that the Contracting Officer may search?

☐ YES    ☐ NO    If Yes, please provide the name of the database



## SECTION E - SOLICITATION PROVISIONS

### E.1 INSTRUCTIONS TO OFFERORS

#### 1. INTRODUCTION

- A. All Proposal Intentions, Questions, and Proposal shall be submitted via email to the Contracting Officer and the Contracting Specialist via email to [Terrie.Nestor@va.gov](mailto:Terrie.Nestor@va.gov) and [Joshua.Dean@va.gov](mailto:Joshua.Dean@va.gov).
- B. Indicate your intention to provide to provide a proposal via email on or before close of business on the date specified on the SF1449, Block 20. It is requested that a negative response be indicated as well.
- C. Include the RFP number in the Subject Line of all email proposal submissions.
- D. All questions from contractors regarding this solicitation shall be submitted via email on or before date/time specified on the SF1449, Block 20. Only written questions will be accepted. It is requested that all questions be combined into one Microsoft Word document per contractor
- E. Proposals shall be submitted to the Contracting Officer and the Contract Specialist via email to [Terrie.Nestor@va.gov](mailto:Terrie.Nestor@va.gov) and [Joshua.Dean@va.gov](mailto:Joshua.Dean@va.gov) on or before date/time specified on the SF1449, Block 8. Proposals received after the due date/time may not be considered. Proposals shall consist of the following five volumes:
  - a) Volume I: Technical Approach;
  - b) Volume II: Past Performance;
  - c) Volume III: Key Personnel;
  - d) Volume IV: Socio-Economic; and
  - e) Volume V: Price.

#### 2. PROPOSAL FILES

Proposals shall be submitted in accordance with the following instructions.

- 1. Format:
  - a. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer.
  - b. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Contractor's proposal. All files will be submitted as a Microsoft Excel (.XLS), Microsoft Word (.doc, .docx), or Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers are not bound by the 12-point font requirement. Footnotes to text shall not be used. The use of hyperlinks in proposals is prohibited.
  - c. If the Contractor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Contractor's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing

restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.

d. All pricing shall be extended only two (2) decimal places for all files.

## 2. File Packaging:

All of the proposal files may be compressed (zipped) into one file entitled “proposal.zip” using WinZip version 6.2 or later version or the proposal files may be submitted individually.

## 3. Content Requirements:

All information shall be confined to the appropriate file. The Contractor shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation.

Contractors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

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

Volume Number	Evaluation Factor	File Name	Page Limitations
Volume I	Technical Approach	[Contractor Name] Tech.doc/pdf	20 pages
Volume II	Past Performance	[Contractor Name] Perf.doc/pdf	10 pages, excluding Past Performance Questionnaires (PPQs)
Volume III	Key Personnel	[Contractor Name] Key.doc/pdf	Resumes, limited to 3 pages each
Volume IV	Socio-Economic	[Contractor Name] Socio.doc/pdf	1 Page
Volume V	Price	[Contractor Name] Price.xls Attachment E.xls	None

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

## 1. VOLUME I:

### Factor 1: Technical Approach

Under no circumstances shall any pricing be included in the Technical Approach. The contractor shall submit a Technical Approach not to exceed 20 pages. The Technical Approach should address in detail how the contractor proposes to accomplish each of the Performance Work Statement (PWS) tasks and provide an appropriate work breakdown structure. Contractors are advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with a Contractor’s proposal will not be evaluated by the Government. Assumptions shall not be included in the price volume, but should be explained in the Technical Approach.

## 2. VOLUME II:

### Factor 2: Past Performance

The Contractor shall submit a reference list containing up to five contracts (prime contracts, calls/task orders, and/or major subcontracts) completed during the past three years or contracts currently being

performed that are similar in nature to the solicitation work scope. The Government will make the determination of relevance (based on size, scope, and complexity of requirement) with regard to consideration of efforts that affect past performance risk. Contracts listed may include those entered into by the Federal Government Agencies. Contractors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. The offeror's proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements similar in scope and complexity to this solicitation. The Government may choose to evaluate publicly available reports, and/or data from the Contractor Performance Assessment Reporting System (CPARS). The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by the offeror. For the purposes of this solicitation, a "major subcontract" is defined as 20% of the total contract effort. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall include the following information for each contract and/or subcontract listed organized by Section:

#### Section I: Contract Descriptions

- i. Name of Contracting Organization;
- ii. Contract Number and Task Order Number, if applicable (for subcontracts, provide the prime contract number and the subcontract number);
- iii. Contract Type;
- iv. Awarded Price/Cost;
- v. Final or Projected Final Price/Cost;
- vi. Description of Requirement (Include detail on how the effort is relevant to the requirements of this solicitation);
- vii. Contracting Officer's Name and Telephone Number;
- viii. Program Manager's Name and Telephone Number; and
- ix. North American Industry Classification System (NAICS) Code.

#### Section II: Performance

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

#### Section III: New Corporate Entities

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

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

#### Section IV: Past Performance Questionnaire (PPQ)

Contractor may submit a maximum of 4 Past Performance Questionnaires (PPQ). The contractor shall distribute the PPQ found in the solicitation to a POC for each of the past performance references found in the above mentioned narrative. The contractor shall submit the past performance from the past and previous CORs of the contract. The Government will accept only one completed PPQ per reference and a maximum of 4 completed PPQs. The contractor shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CS at [joshua.dean@va.gov](mailto:joshua.dean@va.gov) and the CO at [terrie.nestor@va.gov](mailto:terrie.nestor@va.gov) NO LATER THAN THE CLOSING DATE OF THE SOLICITATION (inclusive of any closing date extensions granted via amendment). Late submissions may not be evaluated.

### 3. VOLUME III

#### Factor 3: Key Personnel

The contractor shall submit résumés for all key personnel proposed. Page limit per résumé is three pages per person. Résumés shall include, at a minimum, experience consistent with the requirements of the PWS.

### 4. Volume IV

#### Factor 4: Socio-Economic

Contractors shall submit documentation demonstrating their socioeconomic status. The order of preference will be:

- a) Service-Disabled Veteran-Owned Small Business (SDVOSB)
  - b) Veteran-Owned Small Business (VOSB)
  - c) Non-Veteran Owned small business proposing to utilize SDVOSBs or VOSBs as subcontractors
- 1) Substantiating documents such as teaming agreements, mentor protégé agreements, and the like must be submitted with the offer. To receive credit as an SDVOSB or VOSB, a Vendor must be registered and verified in the VetBiz.gov Vendor Information Pages (VIP) database at [www.vetbiz.gov](http://www.vetbiz.gov) at the time of award, in accordance with Veterans Affairs Acquisition Regulation (VAAR) 852.215-70, and registered in Central Contractor Registration (CCR) as required by 48 CFR Subpart 4.11, to be eligible to participate in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards.
  - 2) Non-Veteran Owned contractors must state in their quotes the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database at [www.vetbiz.gov](http://www.vetbiz.gov) in accordance with VAAR 852.215-70 and registered in CCR as required by 48 CFR Subpart 4.11, to be eligible to participate in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards.
  - 3) To the maximum extent feasible, the contractor and any subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. §8127.
  - 4) The contractor shall agree, if awarded a contract, to use the SDVOSB or VOSBs proposed as subcontractors or to substitute one (1) or more SDVOSBs or VOSBs for subcontract work of the same or similar value.

- 5) The VA will assign evaluation credit for an prime contractor that is a SDVOSB or VOSB. Non-Veteran owned firms that subcontract 7% or more of the contract value to a SDVOSB or 10% or more of the contract value to VOSB will also receive some evaluation credit. The factor will be evaluated by the SSA/CO.

## 5. VOLUME V

### Factor 5: Price

The Contractor shall submit a completed Price Schedule (Section B.4 of the solicitation) along with the attached Detailed Pricing Schedule spreadsheet (Attachment C to the solicitation) for labor mix/level of effort evaluation. Attachment C shall be submitted in Excel format. Proposed labor mix and level of effort shall be provided for each deliverable as part of this price proposal. Contractors must propose pricing for each line item, including all option periods.

## E.2 EVALUATION APPROACH

Award will be made based on an integrated assessment by the Contracting Officer between and among price and non-price factors. Non-price factors when combined are significantly more important than price. The following non-price factors are listed in descending order of importance: Technical Approach, Past Performance, Key Personnel, and Socio-Economic Considerations. It should be noted that award may be made to other than the lowest priced Contractor, if the Government determines that a price premium is warranted due to merits of one (1) or more of the non-price factors.

Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

Contents of the written quotes will be evaluated to determine the degree and extent to which the requirements set forth in the Request for Proposal (RFP) are satisfied.

### Factor 1: Technical Approach

The Government will evaluate Technical Approach as follows:

- a. Understanding of the Work - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented in the contract, and the extent to which uncertainties are identified and resolutions proposed. A proposal which merely restates the requirement or states that the requirement will be met, without providing supporting rationale, is not sufficient.
- b. Feasibility of Approach - The proposal will be evaluated to determine whether the Contractor's methods and approach to meeting the PWS requirements provide the Government with a high level of confidence of successful completion within the required schedule. The evaluation will also consider the feasibility of work breakdown structure (the allocated hours, labor categories, and materials being proposed).

- c. Completeness - The proposal will be evaluated to determine whether the Contractor's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed.
- d. Risk relative to the proposed Technical Approach is evaluated as part of the Technical Evaluation to ascertain the degree of risk associated with the Contractor's proposed approach and the likelihood of success of the proposed approach.

## **Factor 2: Past Performance**

Offeror's past performance information will be evaluated subsequent to the technical evaluation. However, this evaluation will not be conducted on any offeror whose proposal is determined to be technically unacceptable.

Past performance will be evaluated to determine project relevance, considering size, scope, and/or complexity similar to areas covered in the PWS. Risk will be determined considering the Contractor's ability to perform the required effort.

The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

The Government will assess the relative risks associated with each offeror and assign an overall risk rating as defined below. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance. The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers relevant information. When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including quality of product or service; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

References that are not relevant will not be considered for quality. References that are not timely may not be considered. . The Government reserves the right to obtain past performance from other sources, including contacting personnel provided in the narrative submission.

If no past performance information is reasonably available, the Contractor's past performance will not be evaluated favorably or unfavorably.

## **Factor 3: Key Personnel**

The Government will evaluate résumés to ensure that the contractor has proposed key personnel that meet the requirements of the PWS. Experience and qualifications that exceed the minimum requirements may be considered more advantageous.

## **Factor 4: Socio-Economic**

In accordance with VAAR 852.215-70, SDVOSB, and VOSB Evaluation Factors, the Government will assign full evaluation credit for a prime contractor which is a SDVOSB or partial credit for a VOSB. Non-Veteran Vendors proposing to use SDVOSBs or VOSBs as subcontractors will receive some credit under this evaluation factor.

**Factor 5: Price**

Price will not be evaluated adjectivally or assigned a score. The Government shall evaluate price to determine whether or not it is considered fair and reasonable IAW FAR Part 15.404-1. Options will also be evaluated for price reasonableness. The CO is responsible for determining that the total price is reasonable.

**E.3 FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers,



subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

#### **E.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## **E.5 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.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small

business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

## **E.7 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.8 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)

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

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

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

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

## **E.9 FAR 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
_____	_____

_____	_____
_____	_____

[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)