

## TASK 1

PROVIDE A TECHNICAL AND PRICE QUOTE AS PER THE BASE RFQ REQUEST NO LATER THAT 09/09/2015 BY 8:00 AM EST

PERFORMANCE WORK STATEMENT FOR DEPARTMENT OF VETERANS AFFAIRS (VA),  
OFFICE OF CONSTRUCTION & FACILITIES MANAGEMENT (CFM) REAL ESTATE SUPPORT

### A. GENERAL INFORMATION

**1. Title of Project:** Real Estate Support

**2. Scope of Work:** The contractor shall provide all resources necessary to accomplish the deliverables described in this Performance Work Statement (PWS). VA has a portfolio of over 1,900 operational leases, approximately 1,500 of which are direct (i.e. via GSA Delegation) leases. Each year, VA replaces, renews, or enters into hundreds of leases, in addition to the exercising of options, entering into standstill agreements, and other similar lease actions. Recent changes to GSA Delegation policy provides that VA must secure delegation on a project by project basis and make use of GSA's GREX delegation system to do so. This process involves the preparation of lease packages for internal VA approval, upload of various documents to GSA's GREX system (including scoring), and ultimately execution of the lease contract once delegation is received. This process must be completed in compliance with internal VA policy requirements, GSA delegation requirements, and OMB A-11 Appendix B requirements.

Additionally, CFM's workload includes land management activities: the acquisition, disposal, and modification of real estate interests, including fee simple, easements, licenses, permits, and outleasing. These actions involve the preparation of internal approvals, obtaining and reviewing various due diligence studies and other deliverables, the closing/settlement process, and title review and approval according to Department of Justice (DOJ) standards.

The contractor shall be responsible for the following: using available systems and databases to track and report leases and land management actions; preparation of lease packages to ensure compliance with internal approval, GSA, and OMB A-11 requirements including documentation and communication of any identified deficiencies; documenting leasing and land management process flows, to include internal routing and external routing; documenting requirements in support of process flows, including checklists, cheat sheets, and FAQs; specific documentation and training material related to policies, procedures, design guides, and handbooks for leasing and land management; providing project management support services for leasing and land management activities; and general real estate program support.

**3. Background:** CFM is held accountable for meeting a number of requirements pertaining to its leasing and land management activities. Laws, Presidential directives and regulations containing these requirements include:

- Executive Order (EO) 13327, "Federal Real Property Asset Management"
- 38 U.S.C., Section 8000
- 38 U.S.C. Section 8161-8169, "Enhanced-Use Lease of Real Property"
- 38 U.S.C. § 8151-8153, "Sharing of Health Care Resources"

- VA Directive 4085, “Capital Asset Management Policy”
- VA Directive 7415, “Enhanced-Use Leasing Program Policies and Procedures”
- VA Handbook 7415 and appendices, “Enhanced-Use Leasing Program Policies and Procedures”
- Section 106 of the National Historic Preservation Act (16 U.S.C. 470(f))
- Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601-9675
- Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901-6908a;
- National Environmental Policy Act (“*NEPA*”), 42 U.S.C. §§ 4321-4347
- OMB A-11, Part 7, Exhibit 300 and Capital Programming Guide
- American Recovery & Reinvestment Act (P.L. 111-5)(February 17, 2009)
- Government Performance and Results Act (1993)
- Public Law 108-422 Provide a long-term and short-term real property disposal plan to the Congress
- GAO Report 08-939, Federal Real Property – Progress Made in Reducing Unneeded Property, but VA needs Better Information to Make Further Reductions
- Federal Acquisitions Streamlining Act (1994)
- Energy Policy Act of 2005 (EPAct 2005)
- EO, 13423, Strengthening Federal Environmental, Energy and Transportation Management, 2007
- EO, 13514, Federal Leadership Environmental, Energy and Economic Performance, 2009
- Energy Independence and Security Act, 2007

CFM follows instructions and guidance issued by the Office of Acquisition, Logistics, and Construction and other agency instructions, directives and guidance containing specific program performance metrics.

VA has as its unique mission the delivery of comprehensive assistance and benefits to the nation’s Veterans and their families. Through its Veterans Health Administration, VA is one of the largest direct providers of health care in the world. The Department is also a major land holding agency, with an extensive and diverse portfolio of properties including over 32,000 acres of land and over 5,400 buildings at approximately 300 locations nationwide. To manage its property, VA uses all of the traditional authorities available to federal agencies. In many instances these authorities do not adequately address the needs of specific mission or developmental issues. Because of these limitations, exacerbated by on-going budgetary constraints, privatization and income-generation programs have become increasingly important to the Department.

**4. Performance Period:** The period of performance is for one (1) year from date of award, ~~with four (4) 1-year renewal options~~. Work at the government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

**5. Type of Contract:** Firm Fixed Price.

**6. Place of Performance:** The primary place of performance will be at the contractor's facilities; however, some task orders may require work to be performed at a Government facility. Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

**7. Title:** Real Estate Support Services

## B. CONTRACT AWARD MEETING

The contractor shall not commence performance on the tasks in this PWS until the CO has conducted a kick-off meeting or has advised the contractor that a kick-off meeting is waived.

## C. GENERAL REQUIREMENTS

~~The following general requirements apply to all task orders issued under this contract:~~

- ~~1. The contractor shall identify their proposed technical approach in writing for every task order quoted. The contractor's task order quote shall include their proposed labor categories, rates and number of hours by task, together with associated delivery dates and sub-milestone dates (if any), and proposed key personnel résumés if not in file. Résumés are not required for clerical personnel.~~
- ~~2. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.~~
- ~~3. Unless otherwise specified in an individual task order, the following schedule requirements apply: Where a written milestone deliverable is required in draft form, the VA will complete their review of the draft deliverable within 12 calendar days from date of receipt. The contractor shall have 12 calendar days to deliver the final deliverable from date of receipt of the Government's comments.~~
- ~~4. The contractor shall provide, via email, minutes of all government-contractor meetings. The contractor shall provide these minutes within one calendar day after completion of the meeting unless otherwise specified in an individual task order.~~
- ~~5. Except for proprietary information in company quotes identified and marked in accordance with FAR 52.215-1(e), the contractor shall not deliver to the CFM any proprietary products or information of any type in completing the requirements of each task order PWS. The contractor's internal development tools (that is, those development tools not developed for CFM work and not required by CFM to install, use, or revise the deliverables) are exempted from this requirement. If the contractor believes an exception to this requirement is necessary for the effective or efficient execution of a task order, the contractor shall request a specific exception, in writing, to the CO, and shall not use the proprietary tools or information in CFM work until approval is received from the CO.~~
- ~~6. The contractor shall ensure contract employees maintain an open and professional communication with the staff at the VA facilities. For transparency purposes, email to the CO shall not be blind carbon copied (BCC) to other Government personnel. Complaints or violation validated by the COR or VA staff will be reported in writing to the CO, OIG, or HCA for action. If the contractor fails to correct validated complaints raised by the COR and/or CO, it will be considered a failure in performance.~~
- ~~7. The CO may require the contractor to meet with the CO, contract administrator, and other Government personnel at least quarterly, and as often as deemed necessary. The contractor may request a meeting with the CO when deemed necessary.~~

#### **D. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES**

Description of Tasks and Associated Deliverables: The contractor shall provide the specific deliverables described below within the performance period stated in Section A.4 of this PWS.

**a. Task One:** PMP and Briefing.

The contractor shall provide a Project Management Plan (PMP) and briefing for the project team, which presents the contractor's plan for completing the task order. The contractor's plan shall be responsive to this PWS and describe, in further detail, the approach to be used for each aspect of the task order as defined in the technical proposal. The contractor shall keep the PMP up to date throughout the period of performance.

Deliverable One: PMP and Briefing

**b. Task Two:** Use of existing real estate tracking and reporting systems and databases to provide reports on status.

The contractor shall use existing real estate tracking and reporting systems and databases to provide reports on all aspects of project and program status for use by Project Managers (PMs), and the Director, Real Property Service. The report format may include such things as spreadsheets, presentations, databases, emails, or documents. The contractor will be responsible for on-going tracking and reporting of all active real estate projects, beginning with initial approval/request through completion of the project. This reporting will be done on a monthly basis and updates to status may be provided as they occur; however ad-hoc requests for updates and reports may be made. In addition, the contractor shall provide a document stating recommendations for improved system support, using such tools as MS Access, MS SharePoint, or other available tools for VA use.

Deliverable Two: Spreadsheet listing status and data on all active projects.

Deliverable Three: Charts showing Project Manager and office workload.

Deliverable Four: Monthly Performance Review (MPR) slide deck.

Deliverable Five: Project Manager travel data spreadsheet.

Deliverable Six: Project-level reports pulled from data system using pre-generated forms.

Deliverable Seven: Up to three (3) additional reports from available data.

Deliverable Eight: Document outlining recommendations for system support of the reporting process.

**c. Task Three:** Preparation and submission of lease packages.

The contractor shall prepare and submit lease approval packages and ensure the following:

- 1) Completeness of package – the package is complete and includes all necessary documents required by both OMB and GSA.
- 2) Internal approvals – the package has all necessary internal approvals required.
- 3) Scoring – if scoring is submitted, the project scores as an operating lease.
- 4) Quality –the documents included in the package are consistent, represent a clear understanding of the requirement, and are supported by necessary data.

For each submission, contractor shall document in scorecard type format the items noted above, including specific comments related to any issues or concerns noted during the process and shall track the progress of each package until the GSA delegation has been received. It is estimated that there would be between 30-50 lease actions that would submit packages on an annual basis, with a maximum of 75 packages annually. Each package should be completed within 2 business days of assignment.

Deliverable Nine: Completed lease package submitted.

Deliverable Ten: Spreadsheet used to track lease package status.

**d. Task Four:** ~~Process flow documentation~~

~~The contractor shall create process flow documentation outlining the internal and external stages of real estate transactions undertaken by CFM, including leasing and land management. This should include initial submission of a project request to CFM through project close-out. Process flow documentation includes, but is not limited to, handbooks, design guides, standard operating procedures, policies, process flow diagrams, data flow diagrams, document checklists, written guidance explaining the flows, FAQs, or quick reference guides. Documentation will be completed within established timeframes that are provided when an assignment is made, but no fewer than one (1) week of assignment, and no more than six (6) months of assignment.~~

Deliverable Eleven: ~~Process flow documentation for leasing program.~~

~~Deliverable Twelve:~~ Review and update process flow documentation as needed to the extent changes occur to the leasing program during the performance period.

~~Deliverable Thirteen:~~ Process flow documentation for land program (including fee simple, easements, licenses, and permits).

~~Deliverable Fourteen:~~ Review and update process flow documentation as needed to the extent changes occur to the land program during the performance period.

~~Deliverable Fifteen:~~ Process flow documentation for Section 111 outleasing program.

~~Deliverable Sixteen:~~ Review and update flow documentation as needed to the extent changes occur to the Section 111 outleasing program during the performance period.

**e. Task Five:** General program support and status reporting

Contractor shall convene status meetings bi-monthly, including meeting minutes. Status reports should be created outlining the status of each deliverable in this task order, including number of packages reviewed, number and type of issues found, and general summary of the leases in process. Reports and meetings shall occur on a bi-monthly basis. Note: Detailed reporting and tracking of each individual project is covered under Task 2.

Deliverable Seventeen: Status meetings, reports, and meeting minutes.

**e. Task Six:** Project Review Board (PRB), Integrated Master Schedule (IMS), Capital Program Requirements Management Process (CPRMP), MyVA, and CFM initiative support related to real estate programs and projects

The contractor will provide support for the PRB, IMS, CPRMP, MyVA, and CFM initiatives on a scheduled and as-needed basis. Support will include the following:

- 1) Prepare materials for and attend real estate meetings as needed for these actions.
- 2) Analyze program and project status.
- 3) Prepare meeting minutes and collect notes and minutes from other participants to develop comprehensive records.

Materials will include slide presentations, spreadsheets, databases, and other documents. It is estimated that meetings for each support function will occur monthly, but with more frequent meetings necessary on an ad hoc basis. Meetings will occur no more frequently than weekly.

Materials prepared will be completed no fewer than three (3) business days prior to meetings, and meeting minutes will be provided within two (2) business days following meetings.

Deliverable Eighteen: Meeting materials listed above related to PRB, IMS, CPRMP, MyVA, and CFM initiatives.

Deliverable Nineteen: Meeting minutes for meetings related to PRB, IMS, CPRMP, MyVA, and CFM initiatives.

~~f. **Task Seven:** Support of real estate document review and monitoring real estate document status.~~

~~The contractor shall review real estate documents and ensure the following:~~

- ~~1) Completeness of documents—all required information has been included, and any scopes of work or other instructions have been followed by the preparer.~~
- ~~2) Timeliness—Documents are completed and submitted on time and according to any scopes of work or other instructions.~~

~~For each submission, contractor shall document in scorecard type format the items noted above, including specific comments related to any issues or concerns noted during the process and shall track the progress of each document in a spreadsheet or other database until CFM has determined its status is complete. It is estimated that there would be between 150-200 documents on an annual basis, with a maximum of 300 documents. Each document review should be completed within 5 business days of assignment, unless expedited review is requested on an ad hoc basis.~~

~~Deliverable Twenty: Document scorecard for each item.~~

~~Deliverable Twenty One: Document tracking spreadsheet/database.~~

~~g. **Task Eight:** Support CFM's response to real estate litigation, claims, protests, or other disputes that arise.~~

~~The contractor shall assist CFM with defending against dispute actions by performing the following functions:~~

- ~~1) Document assembly—Locate, assemble, and catalog real estate documents pertinent to the dispute action.~~
- ~~2) Document recordation—Scan hard copy real estate documents and save to a shared drive and/or provide a CD.~~
- ~~3) Transmittal—Courier or send real estate documents to other internal or external offices.~~

~~For each dispute, contractor shall follow the instructions provided by CFM as to document type, location, assembly technique, recordation technique, and transmittal requirements. It is estimated that there would be between 5-10 disputes on an annual basis, with a maximum of 15 disputes. Each support action should be completed within 10 business days of receipt of instructions, unless expedited support is requested on an ad hoc basis.~~

~~Deliverable Twenty-Two: Real estate documents assembled, recorded, and transmitted per CFM's instructions.~~

**h. Task Nine:** Real estate project milestone completion.

The contractor shall work with Project Managers to achieve real estate project milestones in a timely manner and shall undertake the following tasks:

- 1) Document assembly – assemble real estate information and documents for project artifacts, which may be in the form of binders, reports with attachments, spreadsheets or other databases, or acquisition/procurement items.
- 2) Coordination/facilitation – work with other VA offices and external organizations to coordinate real estate document deliveries and satisfaction of requirements to achieve completion of the real estate milestone.
- 3) Transmittal – Courier or send real estate documents to other internal or external offices.

For each milestone, contractor shall follow the instructions provided by CFM as to document assembly, coordination, and transmittal. It is estimated that there would be between 100-150 milestones on an annual basis, with a maximum of 200 milestones. Each milestone action should be completed within 10 business days of receipt of instructions, unless expedited support is requested on an ad hoc basis.

~~Deliverable Twenty-Three: For leasing projects, delivery of solicitation documentation, approximately 200 pages each. Approximately 15-20 anticipated per year.~~

~~Deliverable Twenty-Four: For leasing projects, delivery of lease award documentation, approximately 300 pages each. Approximately 15-20 anticipated per year.~~

~~Deliverable Twenty-Five: For land projects, delivery of closing, title, and/or contract documents, approximately 50-100 pages each. Approximately 50-75 anticipated per year.~~

**i. Task Ten:** Real estate correspondence preparation.

The contractor shall prepare correspondence as assigned, to include but not be limited to memoranda, letters, briefing papers, and internal forms for review by Project Managers. Documentation will be



completed within established timeframes that are provided when an assignment is made, but no fewer than one (1) business day of assignment, and no more than thirty (30) calendar days of assignment. Approximately 100-200 correspondence actions are anticipated per year, with a maximum of 250 actions.

Deliverable Twenty-Six: Administrative contracting officer correspondence packages, approximately 20 pages each, approximately 20-30 packages per year.

Deliverable Twenty-Seven: Lease delegation packages, approximately 20 pages each, approximately 30-50 packages per year.

Deliverable Twenty-Eight: Congressional, Federal agency, and public affairs correspondence packages, approximately 20 pages each, approximately 30-50 packages per year.

Deliverable Twenty-Nine: Internal memorandum correspondence packages, approximately 20 pages each, approximately 20-30 packages per year.

**i. Task Eleven:** Real estate communications.

The contractor shall assist CFM with real estate communications by undertaking the following:

- 1) Document assembly – Locate, assemble, and catalog real estate documents pertinent to communicating information about CFM’s real estate programs.
- 2) Document preparation – Draft informational documents such as staff notes, items of interest, “good news stories,” slides, presentations, graphics, website updates, and briefs for Project Manager review.
- 3) Transmittal – Send real estate communication documents to other internal or external offices.

For each communications item, contractor shall follow the instructions provided by CFM as to document type, preparation requirements, and transmittal requirements. It is estimated that there would be weekly, routine real estate communication updates in addition to 20-25 larger communication document each year, with a maximum of 30 larger real estate communication document needs. Each support action should be completed within 10 business days of receipt of instructions, unless expedited support is requested on an ad hoc basis.

Deliverable Thirty: Items of Interest document, approximately 2-3 pages, weekly.

Deliverable Thirty-one: Staff Notes document, approximately 2-3 pages, weekly.

Deliverable Thirty-two: Town Hall slides, approximately 5-6 pages, every other month.

Deliverable Thirty-three: Website updates, approximately 2-3 pages, quarterly.

Deliverable Thirty-four: Miscellaneous communications, approximately 5-6 pages, no more often than weekly.

**k. Task Twelve:** Real estate executive assistance.

The contractor shall assist the Director, Real Property Service, by undertaking real estate program management activities, including but not limited to the following:

- 1) Office equipment – Operate office equipment such as scanners, photocopiers, multi-line phone and voicemail systems, and computer programs for completing real estate-related document preparation and communications.
- 2) Information preparation/reporting – Maintain and update a wide variety of real estate program and real estate staffing records using computer software applications, web-based systems, and documents or spreadsheets.
- 3) Communications liaison – Communicate on behalf of the Director, Real Property Service, to set up real estate meetings, calls, travel, and other events.
- 4) Scheduling and calendar management – Manage the calendar of the Director, Real Property Service, and the organization as a whole to ensure real estate matters are addressed efficiently and in a timely manner.

Office equipment operation, communications, and scheduling/calendar management will need to be conducted in person, on-site on a daily basis. Information preparation/reporting will take place at least biweekly, with records, communications, and scheduling updated as necessary to ensure accuracy. This Task must be completed on-site.

Deliverable Thirty-five: Real estate documents and communication on behalf of the Director, Real Property Service. 1-2 pages each, daily.

Deliverable Thirty-six: Biweekly email confirmation that real estate program and real estate staff records have been maintained and updated.

Deliverable Thirty-seven: Communications as necessary to convey real estate information on behalf of the Director, Real Property Service. 1-2 pages each, daily.

Performance Standards and Methods as specified in each task. Past performance will be documented in accordance to IL 001AL-10-03, dated February 22, 2010.

<b>Surveillance Area</b>	<b>Performance Standards</b>	<b>Method of Assessing Performance</b>
Management of price and schedule	<p>Timely delivery to the COR within the contract/order schedule</p> <p>Status Meetings are scheduled on time, with appropriate Vendor staff attending and issues addressed satisfactorily to VA</p>	<p>Review of Biweekly Status Reports and Status Meetings</p> <p>100% inspection</p>
Technical quality of deliverables	<p>Deliverables are high quality, address required performance work statement areas and contain three (3) or fewer defects identified in the Final deliverable submittal</p>	<p>Review of Final deliverables and Status Meetings</p> <p>100% inspection</p>
Quality of Project Management and Relationship Management	<p>Timely Responses to open acquisition issues 98% of the time</p> <p>Corrections and Re-submittal to VA within five business days of rejected deliverables</p> <p>Low Turnover of Key Personnel</p> <p>Contractor develops and maintains a staffing plan that adequately supports the requirements of the task orders 98% of the time.</p> <p>Open communication between VA and Vendor</p> <p>Contractor provides a single point of contact responsible for task order performance.</p> <p>Ability to meet the within scope changing demands of the program as it evolves</p>	<p>Review of Final deliverables, Status Reports and Status Meetings</p> <p>Review and approval of Key Personnel changes</p> <p>VA customer satisfaction</p>

## **E. SCHEDULE FOR DELIVERABLES**

See Attachment A Schedule of Deliverables.

1. If for any reason the scheduled time for a deliverable cannot be met, the contractor is required to explain why (include the original deliverable due date) in writing to the CO, including a firm commitment of when the work shall be completed. This notice to the CO shall cite the reasons for the delay, and the impact on the overall project. The CO will then review the facts and issue a response in accordance with applicable regulations.
2. Any hard copy documents the Contractor provides to CFM must be printed double-sided on recycled paper with at least 30 percent post-consumer fiber.

## **F. CHANGES TO PERFORMANCE WORK STATEMENT**

Any changes to this PWS and all Task Orders shall be authorized and approved only by the CO in writing. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

## **G. TRAVEL**

As required by each task order, the contractor may be required to travel to Washington, D.C., or to other VA locations. 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. No General and Administrative (G&A) fees or costs, and no other fees or costs shall be added to travel expenses. 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. Local travel within a 50-mile radius from the Contractor's employee's residence 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 CO at least ~~30~~14 calendar days in advance for the requested travel.

## **H. GOVERNMENT FURNISHED PROPERTY AND INFORMATION**

The Government will provide access to the Space Analysis model, Space Calculator tool, and all required data files required for use in these two tools.

## **I. CONTRACTOR EXPERIENCE REQUIREMENTS—KEY PERSONNEL**

1. These skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract and subsequent task orders and options. The contractor shall include in the technical proposal for each task order the résumés on all proposed professional and/or technical personnel who will perform the tasks in the task order. Résumés

are not required on clerical personnel. The personnel whose résumés are submitted are defined as key personnel. The contractor agrees that the key personnel listed below shall not be removed, diverted, or replaced from work without approval of the CO and COR (résumés do not need to be provided if it's already in the contract file).

2. Any personnel the contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel that are being replaced. Requests to substitute personnel shall be approved by the COR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COR and the CO at least 30 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The contractor shall submit a complete résumé for the proposed substitute, any changes to the rate specified in the order (as applicable) and any other information requested by the CO needed to approve or disapprove the proposed substitution. The CO will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

Note:

- a. Standards of Conduct. The Contractor shall ensure that personnel assigned to this contract comply with the Standards of Ethical Conduct specified by the Office of Government Ethics at 5 CFR 2635.
- b. Personnel assigned by the Contractor to perform work on this BPA shall be acceptable to VA in terms of personal and professional conduct and technical knowledge. The Contracting Officer may notify the Contractor and request that a person be immediately removed from assignment on this contract should any contractor personnel be determined to be unacceptable in terms of technical competency or personal conduct during duty hours. The contractor shall immediately remove and replace the unacceptable on-site personnel at no additional costs to the Government. Replacement personnel qualifications shall be equal to or greater than those of the personnel being replaced. Employment and staffing difficulties shall not be justification for failure to meet established schedules.
- c. Contractor personnel shall be able to communicate effectively in English, both written and oral.
- d. The contractor shall notify the CO whenever an employee of the United States Government is utilized by the contractor in the performance of the contract. The notification shall include sufficient information for the Contracting Officer to review the matter in accordance with FAR Part 3 and Subpart 9.5.
- e. The contractor shall verify employee eligibility through the E-Verify system.

## **J. SECURITY REQUIREMENTS**

1. The contractor shall follow the following (or other established procedure) contractor personnel security guidance:
  - a. The contractor and their personnel shall be subject to the same Federal laws, regulations, standards, and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: [EPL](#)

b. To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: <http://www.iprm.oit.va.gov>.

c. These provisions shall apply to all contracts in which VA sensitive information is stored, generated, transmitted, or exchanged by VA, a contractor, subcontractor or a third-party, or on behalf of any of these entities regardless of format or whether it resides on a VA system or contractor/subcontractor's electronic information system(s) operating for or on the VA's behalf.

d. Clauses (a) and (b) shall apply to current contracts and acquisition vehicles including, but not limited to, job orders, task orders, letter contracts, purchase orders, and modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301 et seq.

2. The required contractor employee Position Sensitivity level is Limited Risk and the level of Background Investigation is NACI for contractor employees who require access.
3. The COR or the designated Government employee will provide the contractor a Background Investigation Request Worksheet within 2 days of task order award listing the place of performance, type of investigation requested, the VA sponsor and requesting the applicant's name, date of birth, social security number, company name and point of contact and other required data.
  - a. The contractor shall complete the Background Investigation Request worksheet and return it to the COR within five days of receipt. The COR will review the documents and forward them to the Security Investigations Center (SIC).
  - b. The SIC will send an email notification to the contractor identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation.
  - c. The COR will notify the contractor when the investigation has been favorably or unfavorably completed and adjudicated by the Government. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
4. The contractor shall not commence performance prior to the initiation of the process that requests the appropriate investigative action be taken. During the time required to conduct the appropriate investigation, the contractor shall be responsible for the actions of its respective employees until official notification of a favorable determination is received from the Office of Security and Law Enforcement.
5. Cost of Background Investigations will be borne by the organization requesting the investigation. For contractors and its personnel performing the contract, the VA office or organization that is requesting the procurement will coordinate with the designated contracting officer to ensure VA initiates the necessary investigations and/or screenings for contractor personnel. For those contractors and its personnel, the contractor will bear the cost of such investigations
6. Failure to comply with the contractor personnel security requirements may result in termination of the contract for default also please reference to VA Directive 0710 for further guidance

## **K. CONFIDENTIALITY AND NONDISCLOSURE**

It is agreed that:

1. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the COR with a copy to the CO at the conclusion of the task order.
2. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the CO for response.
3. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

## **L. ORGANIZATIONAL CONFLICT OF INTEREST**

The contractor shall disclose any actual or potential organizational conflicts of interest at the time of submitting the quotes for the basic ~~BPA-IDIQ~~ and task orders. The contractor may be precluded from bidding on or working on future contracts in accordance FAR 9.5.

## Attachment A

### Schedule of Deliverables

<u>Deliverable No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Delivery Date</u>
One	PMP and Briefing	Two (2), the PMP and the Briefing	5 days after contract award
Two	Spreadsheet listing status and data on all active projects.	Twelve (12) total, one (1) per month	First day of each month.
Three	Charts showing Project Manager and office workload.	Twelve (12) total, one (1) per month	First day of each month.
Four	Monthly Performance Review (MPR) slide deck.	Twelve (12) total, one (1) per month	First day of each month.
Five	Project Manager travel data spreadsheet.	Twelve (12) total, one (1) per month	First day of each month.
Six	Project-level reports pulled from data system using pre-generated forms.	Twelve (12) total, one (1) per month	First day of each month.



Seven	Up to three (3) additional reports from available data.	Twelve (12) total, one (1) per month	First day of each month.
Eight	Document outlining recommendations for system support of the reporting process.	One (1)	Three (3) months following notice to proceed
Nine	Completed lease package submitted.	30-50 packages on an annual basis, with a maximum of 75 packages annually	Two (2) business days following assignment of each package.
Ten	Spreadsheet used to track lease package status.	One (1)	Maintain constantly and provide fully-updated version upon request.
Eleven	Process flow documentation for leasing program.	One (1) complete package of process flow document necessary to comprehensively describe the internal and external stages of leasing transactions	Six (6) months from assignment
Twelve	Reviews and updates to process flow documentation as needed to the extent changes occur to the leasing program during the performance period.	One (1) updated process flow document per occurrence	Thirty (30) days from assignment for each occurrence

Thirteen	Process flow documentation for land program (including fee simple, easements, licenses, and permits).	One (1) complete package of process flow document necessary to comprehensively describe the internal and external stages of land transactions	Six (6) months from assignment
Fourteen	Reviews and updates to process flow documentation as needed to the extent changes occur to the land program during the performance period.	One (1) updated process flow document per occurrence	Thirty (30) days from assignment for each occurrence
Fifteen	Process flow documentation for Section 111 outleasing program.	One (1) complete package of process flow document necessary to comprehensively describe the internal and external stages of land transactions	Six (6) months from assignment
Sixteen	Reviews and updates to process flow documentation as needed to the extent changes occur to the Section 111 outleasing program during the performance period.	One (1) updated process flow document per occurrence	Thirty (30) days from assignment for each occurrence
Seventeen	Status meetings, reports, and meeting minutes.	One (1) set of reports and minutes per meeting.	Bi-monthly (ie, twice per month)

Eighteen	Meeting materials listed in Task Six related to PRB, IMS, CPRMP, MyVA, and CFM initiatives.	One (1) set of meeting materials	Meetings are estimated to occur monthly but no more frequently than weekly. Materials prepared will be completed no fewer than three (3) business days prior to meetings
Nineteen	Meeting minutes for meetings related to PRB, IMS, CPRMP, MyVA, and CFM initiatives.	One (1) set of meeting minutes	Meetings are estimated to occur monthly but no more frequently than weekly. Minutes will be provided within two (2) business days following meetings.
Twenty	Document scorecard for each real estate document reviewed.	One (1) scorecard per document. It is estimated that there would be between 150-200 documents on an annual basis, with a maximum of 300 documents.	Each document review should be completed within 5 business days of assignment, unless expedited review is requested on an ad hoc basis.
Twenty-one	Spreadsheet used to track document status for all documents reviewed.	One (1)	Maintain constantly and provide fully-updated version upon request.
Twenty-two	Real estate documents assembled, recorded, and transmitted per CFM's instructions.	One (1) set of requested documents per dispute. It is estimated that there would be between 5-10 disputes on an annual basis, with a maximum of 15 disputes.	Each support action should be completed within 10 business days of receipt of instructions, unless expedited support is requested on an ad hoc basis.
Twenty-Three	For leasing projects, delivery of solicitation documentation.	Approximately 200 pages each.	Approximately 15-20 anticipated per year.

Twenty-Four	For leasing projects, delivery of lease award documentation.	Approximately 300 pages each.	Approximately 15-20 anticipated per year.
Twenty-Five	For land projects, delivery of closing, title and/or contract documents.	Approximately 50-100 pages each.	Approximately 50-75 anticipated per year.
Twenty-Six	Administrative contracting officer correspondence packages	Approximately 20 pages each.	Approximately 20-30 anticipated per year.
Twenty-Seven	Lease delegation packages	Approximately 20 pages each.	Approximately 30-50 anticipated per year.
Twenty-Eight	Congressional, Federal agency, and public affairs correspondence packages	Approximately 20 pages each.	Approximately 30-50 anticipated per year.
Twenty-Nine	Internal memorandum correspondence packages	Approximately 20 pages each.	Approximately 20-30 anticipated per year.
Thirty	Items of Interest document	2-3 pages each	Weekly
Thirty-one	Staff Notes document	2-3 pages each	Weekly
Thirty-two	Town Hall slides	5-6 pages each	Every other month
Thirty-three	Website updates	2-3 pages each	Quarterly
Thirty-four	Miscellaneous communications	5-6 pages each	No more often than weekly
Thirty-five	Real estate documents and communication on behalf of the Director, Real Property Service.	1-2 pages each	Daily as needed
Thirty-six	Biweekly email confirmation that real estate program and real estate staff records have been maintained and updated.	1-2 pages each	Biweekly

Thirty-seven	Communications as necessary to convey real estate information on behalf of the Director, Real Property Service.	1-2 pages each	Daily as needed
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