

Provide a brief technical approach to complete each of the sample tasks (task one to task four) as well as a comprehensive price to complete the sample task order deliverables listed in this PWS. Provide this response as part of Volume 2.

**SAMPLE PERFORMANCE WORK STATEMENT FOR DEPARTMENT OF VETERANS AFFAIRS, OFFICE
OF REAL PROPERTY STRATEGIC UTILIZATION
STRATEGIC ADVISORY AND ASSISTANCE SERVICES FOR ASSET STRATEGY AND EXECUTION**

A. GENERAL INFORMATION

1. **Title of Project:** Seattle Market Analysis and Strategic Assessment for Public Private Partnership (P3) Pilot Project
2. **Scope of Work:** The contractor shall provide all resources necessary to accomplish the deliverables described in this Performance Work Statement (PWS). The contractor shall be responsible for the following:

This scope requires the preparation of an economic business case analysis for Seattle's VAMC based on options of research and analysis of potentially relocating all or a portion of VA's existing services from the campus to a new site of care. This scope may also involve the planning and execution of a historic reuse project.

This review shall be based on veteran population data, projected workload, capacity of non-VA care and associated costs to absorb some or all of these services, costs to acquire and construct at a new site of care, and costs to maintain the existing site.

All methods to provide care should be costed out to include community and contract care as well as VA's care options. Options should be provided on a sliding scale of costs for VA to support decision-making with regard to project scope. Options should include lease, acquisition of new land, and new construction. The options should include but not be limited to:

- (1) Status Quo;
- (2) 3, P3 scopes that represent a range of healthcare delivery options;
- (3) Alternative capital approach

Assume that the buildings vacated by a move offsite are on a piece of land that is severable from the remainder of the campus and they are eligible to be listed on the National Register of Historic Places. As a result, the scope should include analysis of VA's best real estate structures to maximize utility of its existing owned assets, preserve the eligible properties, and obtain needed new space within each scope option.

This information is necessary to inform agency decision-making with regard to scoping a capital or P3 project that will best support Veterans and taxpayers.

3. Background:

The Strategic Capital Investment Planning (SCIP) process is the basis for the Department of Veterans Affairs' (VA) current and out-year capital budget requests. The SCIP process includes development of 10-Year Action plans and budget year business cases to close performance gaps (space, utilization, facility condition, access, etc.) and enhance healthcare and delivery of services and benefits to the nation's Veterans.

In the late 1990s, VA began a dramatic change in the manner in which it delivers services, shifting from an in-patient, hospital based model to one that focuses on preventive care in outpatient settings. That shift has left VA with an increasing inventory of aging and obsolete facilities, many in locations where there is diminished demand. In an effort to build upon past capital planning efforts, and to address the problem of aging infrastructure in poor condition, lack of infrastructure in some locations and unused infrastructure in others, the Department has embarked on the SCIP process. SCIP is a significant and critical initiative that will enable VA to better adapt to changes in the environment, demographics, capabilities, medical technology and health care delivery, thereby allowing VA to deliver the highest quality healthcare, benefits, and memorial services to our Nation's veterans.

SCIP ensures that all resources will be scrutinized and considered at the corporate level, with equitable and consistent distribution across markets and competing capital needs to address gaps in our service delivery. For the first time in VA's capital planning process, SCIP will provide the Secretary with a project list that is integrated across all administrations and programs (major and minor construction, major leases and non- recurring maintenance) so as to ensure resources are allocated to address the most critical gaps.

With the strategic goal to improve the delivery of services and benefits to Veterans, the SCIP process will be the basis for the Department's FY2017 and out-year capital budget request. Unlike previous capital planning models, SCIP links planning efforts of the Administrations and Staff Offices for both capital and non-capital solutions, and takes a long-term departmental approach (10-20 years). SCIP also encourages investments that ensure delivery of services in a Veteran-centric, forward-looking, and results-driven manner, while placing particular emphasis on improving access, maintaining our capital portfolio, increasing market penetration, reducing homelessness, and ameliorating issues confronting women Veterans.

Currently, VA has a significant funding backlog in construction projects and facility condition assessment deficiencies, and many of its facilities are over-utilized, resulting in higher maintenance costs and inefficient resource usage.

Closing the identified gaps is the basis for business case applications developed by the Administrations and Staff Offices. Business cases were prepared for all projects included in their

approved action plans (major construction, minor construction, leases – all new clinical and non-clinical leases regardless of size and annual rent, and renewals that expand space 25 percent or greater – and non-recurring maintenance projects) that are above established dollar thresholds, represent high risk, or are considered to be crosscutting.

The business cases are scored using the SCIP Decision Criteria Model and a prioritized list of projects is developed through the VA governance process for inclusion VA's Budget Submission.

The Seattle VA Health Care System is presently exploring all capital options, including a potential partial or full move offsite. In order to adequately assess options and develop a business case, VA requires an economic analysis of all care options including new models of purchased care,, costs associated with that approach, and how those costs may change based on VA's scope options. An analysis of options with costs will be delivered to VA providing data, which will allow VA to make informed decisions. For example, healthcare delivery models and operational costs will vary based on how VA consolidates or decentralizes healthcare operations, what types of care are purchased, whether VA's new presence is in leased space or owned space versus whether VA moves part, or all, of patient care offsite and will also need to take into account any remaining presence on Ft. Miley.

This scope of work is for assistance to VA in the preparation of a Strategic Assessment to be used by for decision making purposes to evaluate capital and lease options as compared to a Public Private Partnership (P3).

4. **Performance Period:** The period of performance is for two years from date of award. 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 tasks 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).

It is anticipated that Contractor shall be required to travel to Seattle to speak with SF VAHCS and VISN staff. Concurrent to this task, VA is running both a feasibility study and Integrated Planning Team (IPT) assessment. The IPT planning meetings are taking place in early January 2016; which may be an opportune time to schedule SF VAHCS meetings on site.

7. **PWS Title:** Strategic Advisory and Assistance Services for Real Property Strategic Utilization

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 this PWS:

1. The contractor shall identify their proposed technical approach in writing. The contractor's 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. Where a written milestone deliverable is required in draft form, the VA will complete their review of the draft deliverable within five calendar days from date of receipt. The contractor shall have seven 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.
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 RPSU any proprietary products or information of any type in completing the requirements of the PWS. The contractor's internal development tools (that is, those development tools not developed for RPSU work and not required by RPSU 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 tasks, the contractor shall request a specific exception, in writing, to the CO, and shall not use the proprietary tools or information in RPSU 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 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 PMP and briefing for the project team, which presents the contractor's plan for completing the tasks. 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 tasks as defined in the technical proposal. The contractor shall keep the PMP up to date throughout the period of performance.

Deliverable 1: PMP and Briefing

b. Task Two: Communications

2.1 Kick-off Meeting

2.2 Status Teleconferences (weekly)

Deliverable 2: Kick-Off Meeting and up to 104 weekly Status Teleconferences

c. Task Three: Economic and market analysis of the Seattle catchment area, to include both Clinical and Research capabilities of both VA and providers in the community, that may be used to for decision making when comparing these alternatives to a P3 long-term lease back, for Seattle Public Private Partnership

3.1 - Research and Analysis on Community Capacity Compared to Projected Veteran Demographics:

Provide analysis and in-depth market research on the current and future enrolled Veteran healthcare demand and capacity of federal and non-federal healthcare providers to meet the demand in the Seattle market. The Seattle market will be defined as an aggregate via GFI provided at time of award.

This assessment will include current and projected supply of non-federal healthcare providers, support staff and space over the 10-year planning period in the Seattle market. This will include the cost of providing these services by non-federal practitioners versus VA providers of care. The intent is to provide an assessment of options to determine whether the VA medical center is sized appropriately to support the 10-year workload projection, and whether these services, either in whole or in part, may be provided in the community. The data collection will be limited to information currently available due to this short schedule and without conducting detailed market surveys.

Prepare a snapshot summary of all major commercial and VA healthcare providers in the catchment area, including system affiliations; licensed and staffed bed complements by campus (as applicable); ambulatory/outpatient facilities, including visit data, as available; major service line provisions; existing or planned facilities expansion or improvement projects, etc.

- a. Establish baseline FY2015 and FY2016 YTD capacity for inpatient admissions, primary care visits, and specialty care visits, as available. Look at recent master plan to source helpful information.
- b. Develop 10-year scenario analysis of demand for health care based on current VA workload projections.
- c. Identify and utilize a published source of future local health care delivery capacity for inpatient admissions, primary care visits, and specialty care visits for purposes of analysis.
- d. Prepare a gap analysis highlighting future surplus/deficit capacity including understanding the impact of VA, DoD and local community projects that are approved and under construction as well as potential projects.
- e. Prepare general estimate of utilization and cost by strategic planning category level for additional care in the community under the new Veterans Choice Program. This will consist of an analysis of estimated commercial payer data compared to Medicare rates by VA strategic planning category, as available.
- f. Make recommendations as to the appropriate mix of VA and community-provided care for the population of enrolled Veterans projected in the Seattle catchment area; including needed VA facility modifications (as-is and traditional construction scenarios) and new construction (P3 scenario) to complement what is likely to be available in the community.

Deliverable 3: Prepare a draft and final Strategic Assessment report with analyses; the final report to be submitted in .pdf format. All native files shall also be provided. Report to include:

- Executive Summary
- Methodology & Data Sources
- Analysis (including each option, sub-options, costs and timing)

- Conclusions
- Appendix: Presentations, data tables/sources, and references

3.2 Options and Economic Analysis and Associated Costs

Analyze the various options identified above to continue all services currently provided, including non-clinical care.

Use VA's projected workload and community available resources with available site data and to perform independent search to confirm availability of suitable land within walking distance or near proximity by mass transportation to new locations determined to be suitable by VA to provide better access. Determine costs for land and lease alternatives (considering build-to-suit with 35 and 50 year leasebacks). VA may provide baseline proforma assumptions. Prepare various cost options that compares VA as-is, VA major construction on existing property, other capital project and P3 scope options, including, but not limited to:

- Perform high level real estate market study to determine and confirm suitable sites that could hold an entire VA offsite move. Average rent and operating/maintenance costs for use must be included in lease alternatives.
- Provide a high level assessment of whether other nearby VA facilities present a viable relocation option.
- Work with OCFM/Strategic Utilization to validate project scope and cost and obtain latest cost estimates.
- Conduct and prepare Cost Effectiveness Analyses (CEAs).
- Prepare Alternatives Analyses. See statement above regarding comparative analyses that should be in prospectus.
- Incorporate Value for Money analysis P3 cost assessment. The VFM analysis is performed by other governmental entities utilizing P3 options to comparatively assess costs against capital investment programs (i.e. Canada, UK, Sweden, Australia, World Bank, etc...)
- Perform Risk Analyses.
- Complete OMB capital scoring analysis
- Include options and associated analysis for optimizing VA's owned assets under each scenario, including reuse, disposal, historic outlease, or other. If a historic outlease or exchange scenario is an option, the associated Internal Rate of Return, Discounted Cash Flow and Pro Forma analyses must be included based on the property's potential highest and best use. Time cost of money calculations must take VA's environmental and historic consultation obligations into account. Costs to redevelop must also take the Department of Interior construction standards into consideration.

Project Scope of Clinical Services

- Project which services could be optimally provided for each option.
- Distribute draft scopes of services to VA staff for review and approval.
- Revise draft scopes of services as necessary and prepare final drafts.

Deliverable 4: Draft and Final Transaction Economic and Market Options Analysis Report and Slide Deck for VA Leadership to contain summary of the economic analysis, including the total cost of each option (on a current and net present value (NPV) basis) to the VA and Government. The report should include all direct, indirect, subsidies, equity, and tax implications that were considered during the analysis. Final report will be used for decision making on the way forward (should an economic case be made) with project officials, OMB and Congress.

3.3 - Project Space Calculator Output for all options

- a. Obtain latest VA Space Calculator software and associated training/assistance from VA staff.
- b. Prepare and distribute customized questionnaires to VACO/VISN/VAMC staff (VA staff to provide FTE projections and workload estimates).
- c. Review and analyze responses.
- d. Run Space Calculator and prepare draft project space plans for all options.
- e. Review draft project space plans with VACO/VHACO/OCFM/VISN/VAMC staff and make adjustments as necessary. Prepare final draft project space calculator output and input into the cost analysis.

Deliverable 5: Draft and Final Project Space Calculator Output of the various options to help inform the decisions

3.4 Additional Options and Economic Analysis and Associated Costs

Second round of updating workload and cost information for all options based on feedback and decision-making from initial draft analysis.

- a. Update workload for revised options
- b. Update real estate and operating cost assumptions
- c. Update Care in Community costing estimates
- d. Confirm and update Research and co-location assumptions, if any, including discussions with VHA Research Central Office and local teams
- e. Run P3 Value for Money comparisons for 3 top options based on IP feedback of service locations.

Deliverable 6: Updated Deliverable 4 to incorporate VA feedback and any changes in assumptions for each scope option.

3.5 Alternatives (non-CEA based) “Net Costing Approach” Financial Analysis

Develop a “Net Costing Approach” – an adjusted set of cash flows for all relevant outlays and savings based on each option, based on the information that is the subject of Deliverable 4, including, but not limited to, the following:

- a. Existing projects that have been authorized by SCIP
- b. Seismic and Research major previously funded, related minor project(s), existing leases

- c. Alternative escalation and discount rates based on private-sector methodology to provide VA with comparison of actual costs at that point in time.
- d. Costs - size, lifecycle cost, capital lease/offset, and true net
- e. Provide input as to alternative scoping considerations for each option and potential impacts
- f. Provide input as to methods by which VA can better leverage P3 or other alternative models for each option

Deliverable 7: Alternative (non-CEA-based) financial analysis (for 3 revised options and status quo)) – up to 3 drafts and one final financial analysis.

3.6 Presentation Materials for Revised Options and “Net Costing Approach” Financial Analysis

Assistance with organizing, developing and framing presentation materials for VA briefings and discussions with external stakeholders – up to 3 drafts and one final, including, but not limited to:

- a. Evaluation scope and objective
- b. IPT scoring of options (cataloging VA results)
- c. Values
- d. Summary of Key Options, sizes, costs (internal & OMB), (with and without Care in the Community)
- e. Recommendation –how does each option satisfy our primary qualitative objectives
- f. VA recommendations on leveraging value
- g. Challenges
- h. Next Steps

Deliverable 8: Presentation Materials for Revised Options and “Net Costing Approach” (for 3 revised options and status quo) – up to 3 drafts and one final financial analysis.

3.7 Benchmarking of Operating Expenses for Potential P3 Strategy - Review health care industry data on outsourced facilities management and maintenance and compare to BOMA averages.

Benchmark comparison of industry data to estimates used in the current model which consist of the last published VISN Cost Guide operating expense estimate for Seattle operating expenses (excluding provision of care) of \$_/SF for VA-owned space, and for P3/leased space – a BOMA average for Seattle of \$_/SF.

Deliverable 9: Presentation Materials showing comparisons of operating expenses in privately operated health care facilities relevant to the Seattle market for outsourced facility management. Overview of potential operating and maintenance cost savings resulting from outsourced facilities management as a potential P3 strategy.

d. Task Four: On-going Support

- a. Provide on-going P3 business case analysis and scoring support

related to the Seattle analysis to OCFM, VHA, and OAEM. Support includes assistance with questions posed by VA stakeholders, and preparation of any supplemental material needed for review and decision-making.

- b. Provide on-going support to VHA and RPSU related to stakeholder engagement or inquiries received by OCLA and OPA.
- c. Provide Stakeholder Communications Planning. Assistance with messaging materials to key stakeholders (internal and external) – up to 2 drafts and one final communications plan.

Deliverable 10: Communication plans for key internal and external stakeholders

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 must be printed double-sided on recycled paper with at least 30 percent post-consumer fiber.

e. Task five: Complete full process of preparing building to be outleased or exchanged including examining viability of vacated buildings to be outleased/exchanged in accordance with VA's Historic Reuse Program, solicitation of a private developer and final developer selection.

5.1 Real Property Due diligence studies as need and directed by COR which may include but not be limited to the following:

- 1. Real Property Survey
- 2. Phase I Environmental Site Assessment) in accordance with the current version of ASTM E1527 Historic Preservation designation and/or eligibility status (Archaeological and Architectural studies, if required)
- 3. Property Appraisal/Valuation
- 4. Metes and Bounds Survey
- 5. NEPA Analysis

Deliverable 11: Real properties studies to fully understand status

5.2 Develop a comprehensive historic reuse report shall be in overview executive summary form (20 page maximum) and include key information from or about the following. Supporting, detailed information shall be provided as appendices to the report. Native files shall be provided to the COR:

1. Comprehensive overview Executive Summary of intent, goals including but not limited
2. Real property survey
3. Site conditions including condition of improvement, availability of infrastructure and range of projected costs required to render the Property usable for each potential marketable reuse. Details regarding encumbrances affecting the property (legal and physical).
4. Legal and regulatory issues including title search, zoning, development and permitting process, and tax concerns.
5. Phase I Environmental Site Assessment
6. Historic Preservation designation and/or eligibility status
7. Property Appraisal/Valuation analysis
8. Metes and Bounds Survey
9. Update of baseline Proforma based on known site conditions
10. NEPA Analysis, if appropriate at this time
11. Marketing/Outreach Plan
12. State and Local Political interests
13. Community Interests

Deliverable 12: A comprehensive historic reuse report

5.3 Support for solicitation process for buildings. This is to include all marketing outreach activities such as developing an external website, reaching out to relevant contacts in the historic and development communities, drafting and finalizing solicitation documents such as an RFI, RFQ, RFP as directed by COR. Reviewing responses at each levels of the solicitation process and assisting to narrow down respondents to a final well-qualified developer to win the award to rehabilitate and outlease selected building or exchange building for a comparable historic property in developer's inventory that would be beneficial to VA.

Deliverable 13: Marketing outreach to the development community.

Deliverable 14: Draft and final revisions of RFI/RFQ/RFP

F. CHANGES TO PERFORMANCE WORK STATEMENT

Any changes to this PWS 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, 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 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. In addition, the Government will also provide current and projected inpatient and outpatient workload and utilization data and assumptions for both the hospital and surrounding area which will be validated by the contractor.

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. The contractor shall include in the technical proposal the résumés on all proposed professional and/or technical personnel who will perform the tasks. 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 COTR (résumés do not need to be provided if it is 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 COTR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COTR 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 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: <http://checklists.nist.gov>

- 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 designated Government employee will provide the contractor a Background Investigation Request Worksheet within two 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 within five days of receipt.
 - b. The CIS 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 COTR 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 tasks 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 PWS. The contractor may be precluded from bidding on or working on future contracts in accordance FAR subpart 9.5.

Attachment A: Schedule of Deliverables

Deliverable No.	Item	Quantity	Due Date
1	PMP and Briefing	1	Within five work days of Notice to Proceed
2	Kick-Off Meeting and Weekly Teleconferences	12	Weekly, December – March/April
3	Draft and Final Strategic Analysis Report of Community Capacity	1 Draft and 1 Final	Draft: 9 weeks from contract award; Final: 12 weeks from contract award
4	Draft and Final Economic and Market Analysis Report and Slide Deck for VA Leadership	1 75% Draft, 1 95% Draft, and 1 Final	75% Draft: 9 weeks from contract award; 95% Draft: 11 weeks from contract award; Final: 12 weeks from contract award
5	Space Calculator Output for Options	Up to 25	9 weeks from contract award
6	Updated financial analysis	1 Draft and 1 Final	Draft: 2 weeks after award of modification; Final: 6 weeks after award of modification
7	Alternative (non-CEA-based) financial analysis	1 Draft and 1 Final	Draft: 2 weeks after award of modification; Final: 6 weeks after award of modification
8	Presentation Materials for Revised Options and “Net Costing Approach”	Up to 3 drafts and 1 Final	First Draft: 2.5 weeks after award of modification; Final: 8 weeks after award of modification
9	Benchmark Presentation Materials and overview of potential operating and maintenance cost savings resulting from outsourced facilities management as a potential P3 strategy	1 Draft and 1 Final	Draft: 4 weeks after award of modification; Final: 11 weeks after award of modification

10	Communication plans for internal and external stakeholders	Up to 2 Drafts and 1 Final	Draft: 8 weeks after award of modification; Final: 16 weeks after award of modification
11	Real properties studies	Draft and final	Within 6 months after award
12	A comprehensive historic reuse report	Draft and final	Within 6 months after award
13	Marketing outreach to the development community.	Draft and final	Within 6 months after award or as directed by COR
14	Draft and final revisions of RFI/RFQ/RFP	Up to 2 Drafts and 1 Final of each	Within 6 months after award or as directed by COR