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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:

Point of Contact/Title: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Tax Identification Number (TIN): \_\_\_\_\_

b. GOVERNMENT:

Contracting Office 36C10G  
Contracting Officer  
Brian Shepard  
U.S. Department of Veterans Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave  
Suite 400  
Fredericksburg VA 22408  
202-341-8393  
[Brian.Shepard@va.gov](mailto:Brian.Shepard@va.gov)

Contract Specialist  
Randall Saunders  
U.S. Department of Veterans Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave  
Suite 400  
Fredericksburg VA 22408  
(202) 503-8054  
[Randall.Saunders@va.gov](mailto:Randall.Saunders@va.gov)

Program Advisory Services (PAS)  
[VA003B1DEmp@va.gov](mailto:VA003B1DEmp@va.gov)

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

- [X] 52.232-33, Payment by Electronic Funds Transfer— 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 [X]

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.

U.S. Department of Veterans Affairs  
 Financial Services Center  
 PO BOX 149971  
 Austin TX 78714-8917

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

AMENDMENT NO	DATE

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside. 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.

## **B.3 PERFORMANCE WORK STATEMENT**

### **1.0 BACKGROUND**

One of Veteran's Health Administration (VHA) primary missions is to ensure that Veterans receive the best evidence-based health care available. In order to provide such care Veterans must first engage in our VHA system.

Veterans who have returned from multiple deployments to Iraq and Afghanistan are at a higher risk for developing Post Traumatic Stress Disorder (PTSD), Depression, and Substance Use Disorders (SUDs) (VHA Office of Public Health and Environmental Hazards, 2008). Rates of alcohol misuse, prescription drug abuse, and suicide among this cohort of military Veterans are reaching epidemic proportions (Institute of Medicine, 2012). Despite the significant investments that have been made to improve mental health and substance abuse treatment services through VA hospitals and clinics and the Readjustment Counseling Service or Vet Centers, much more needs to be done to ensure that Operation Iraqi Freedom/Operation Enduring Freedom/Operation New Dawn (OEF/OIF/OND) Veterans receive the mental health services they need (U.S. Executive Order, 2012).

Veterans' decisions not to engage with traditional mental health treatment services may involve negative attitudes about mental health, concern about being stigmatized, and expectations of negative career impact. Because military culture heavily values self-reliance, many individuals equate asking for help as a sign of weakness and often fear that seeking help would lead others to lose confidence in their abilities. Veterans living in rural areas have additional logistical and practical barriers to accessing mental health care. Additionally, Veterans who work full time may not be able to attend mental health treatment on a regular basis. Due to this, online self-help programs may play a key role in providing evidence-based care for Veterans experiencing symptoms of PTSD, Depression SUDs and other related mental health conditions.

Online self-help programs can assist to overcome many barriers to accessing traditional mental health services. OIF/OEF/OND Veterans are "digital natives" and are often from a generation that has grown up online and relies on internet and mobile technologies in virtually every aspect of their lives. While on Active Duty, Service Members across all five branches of the U.S. Military regularly accessed self-paced online courses to address their mandatory training requirements and to support operational

readiness (Willmann, 2013). The military relies on online learning because it can reliably deliver high quality training to a geographically dispersed audience 24 hours a day, 7 days a week. Online programs that serve civilians and are designed to improve psychological health and resiliency have the same advantages- they can reliably reach individuals in rural areas and can be accessed at any time of the day or night. Such online programs have the further advantage of overcoming the stigma that prevents many Service Members and Veterans from seeking help for a mental health disorder. An individual who may not otherwise seek help may feel more comfortable addressing these issues on his/her own through a self-help program, or through asking for the confidential assistance of an online counselor or peer. Online self-help programs may provide a feasible, evidence-based treatment alternative for those who do not access traditional services due to the stigma of an MH diagnosis.

Our nation's newest Veterans are the most technologically-savvy group of Veterans that have sought care in VA's history. These Veterans want VA to provide them with the ability to contact their providers via email and text, schedule online appointments and track their health through the web-based MyHealthEVet. VA cannot afford to wait for Veterans to come to our bricks and mortar establishments. We must meet Veterans where they are- online.

Therapy can now be started online for those who chose not to come to a therapist in a traditional environment. Cognitive Behavioral Therapy (CBT) and Peer Support are accepted interventions.

At the highest level, the program is about user acquisition, engagement and referrals

- How to find Veterans who are reluctant care-seekers,
- Engage them in an evidence-based program and
- Then refer those who need immediate help to VA or other community resources.

## **2.0 APPLICABLE DOCUMENTS**

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
3. VA Handbook 6500.6, "Contract Security," March 12, 2010

## **3.0 SCOPE OF WORK**

The Contractor shall provide all resources necessary to accomplish the requirements of "Online Peer Support." The services include (but are not limited to) reaching out to Veterans who may be too busy or do not wish to interact with the VA but may have some needs/questions pertaining to adjustment or mental health problems. The Contractor shall provide a website that allows Veterans to access online CBT self-help programs in conjunction with a Peer Support

component. It is anticipated that approximately 14,000 Veterans will access the website *monthly* and approximately 1,000 will enroll in the online CBT programs.

#### **4.0 PERFORMANCE DETAILS**

The Contractor shall agree to the Performance Details described below.

##### **4.1 PERFORMANCE PERIOD**

The period of performance shall be a base year and 3 12-month option years, anticipating a start date of June 29, 2017, and ending on June 28, 2021.

##### **4.2 PLACE OF PERFORMANCE**

The Contractor place of performance will be at the Contractor's place of business.

##### **4.3 TRAVEL**

Not applicable.

#### **5.0 SPECIFIC TASKS AND DELIVERABLES**

The Contractor shall provide, at a minimum, all tasks and deliverables described within this document. All deliverables shall be submitted to the Contracting Officer Representative (COR). Unless otherwise stipulated, written deliverables shall be phrased in plain English. Statistical and other technical terminology shall not be used without providing a glossary of terms.

##### **5.1 MARKETING**

The Contractor shall provide specific program marketing efforts:

The Contractor shall develop a marketing campaign plan, involving both digital and traditional strategies, which will drive awareness and use of the website (which will contain multiple CBT programs and a Peer Chat Line). This marketing plan will detail the benefits of the VHA collaboration. Contractor will work to leverage and integrate with appropriate VHA social media and other marketing outreach efforts. The Contractor will also reach out to Veterans Service Organizations to increase their awareness and gain their assistance. The Contractor will have 30 days after the award of the contract to develop the marketing campaign and present it to the COR for review. If any changes or revisions are needed, the Contractor will have 10 days to make them and then once the plan is approved, implementation is to start within 10 days.

The need to reach out to rural Veterans is also a necessary component of this contract. As Veterans access the website for any services, there will be a need to obtain their zip code so that the Contractor can determine whether the Veteran meets the definition as a rural Veteran as defined by VHA. VHA relies on a system called the Rural-Urban Commuting Areas (RUCA) to define urban, rural and highly rural land areas of the United States. Please see Rural Definition - <http://www.ruralhealth.va.gov/aboutus/ruralvets.asp>.

**5.1.1 DELIVERABLE:**

Marketing Plan is to be developed and submitted according to the timelines specified in Section 5.1 Marketing.

**5.2 MAINTAINING WEBSITE**

The Contractor is required to have an existing CBT website and to maintain this website. *Via Amendment on 4/28/2017, a 30 Day Phase In CLIN 0001, has been added to the B.4 PRICE/COST SCHEDULE to allow the Contractor sufficient time to set up the CBT Website and any other requirements as stated in the RFQ.* The Contractor shall provide ongoing 24 hour/7 days-a-week access to the website, except during routine maintenance. If the downtime begins to affect the availability and performance of the website, the COR is to be told immediately.

Contractor shall provide CBT programs specific to Depression, Anxiety, and PTSD. Progress in these programs will be measured by using the standardized tests listed in Addendum A.

Contractor shall employ standardized (assessment) instruments for depression, anxiety, and PTSD that have been agreed upon by DoD, VA, and Substance Abuse & Mental Health Services Administration (SAMSHA). Contractor may also use other standardized instruments to tease out indications of additional comorbid mental health conditions, but will only use instruments approved by VHA. These instruments are non-proprietary.

There will be “referral flags” for non-urgent needs in the CBT programs that connect the Veterans to VHA-identified resources. For some Veterans, these referrals should direct them to existing VA resources via another website link. Those Veterans identified through this mechanism as needing support for a clinical disorder (outside the scope of the online program) should be referred by automated email to the most-appropriate local clinical resource.

**5.2.1 DELIVERABLE:** The contractor shall provide a monthly report which includes number of users who have completed each lesson, referral rates, assessment instrument used, and results. The monthly report shall be submitted no later than (NLT) the 10<sup>th</sup> day of the following month, and shall include the prior month totals, as well as the cumulative Fiscal Year (FY) totals. The contractor shall list the number of times the website went down, as well as any downtimes that lasted more than four hours, the time of day the website went down, and the reason.

**5.3 PROVIDE A PEER SUPPORT ONLINE CHAT PROGRAM**

The Instant Messaging (IM) or Chat Program is an online chat that offers real-time text transmissions over the Internet. The Peer Supports will conduct chats through a web-based dashboard. The dashboard will help the Peer Supports guide the conversation based on which stage of the Veteran is in the CBT program and/or elements of the Veterans profile. The Contractor shall man the Peer Support Online Chat Program between the hours of 8:00 am to



12:00 midnight. At times when the Program is not covered by live Peer Specialists, the Veteran will receive a text response referring him/her to the Veterans Crisis Line (VCL) for any urgent matter.

**WAIT TIMES** – Definition - From the time when the Veteran puts in a request to interact with a Peer Support to when it is responded to/answered. No waiting time shall be longer than an hour.

Veteran users will be directed to "Instant Message" (IM) chats with Veteran Peer Supports - See Key Personnel in Staffing Approach. These IM chats shall be conducted by Veterans employed by the Contractor. The Peers will operate from a call center model. When a Veteran User requests to chat, he/she is given a list of the Peers that are currently working, some of their background (military service, etc.) and any wait times if that individual is not readily available. The Veteran User gets to select which Peer he/she would like to chat with. If that Peer is busy then the Veteran knows approximately how long he/she may have to wait; however, there is usually a Peer currently available to assist. If a Peer is tied up more than five minutes, the Veteran is “timed out” and sees a message that offers him/her the option to select another Peer, or he/she can post a question in the Veteran Community in the website, or simply continue to wait. When Veterans are timed out, they are reminded about the VCL.

There shall be a dedicated online Veterans Community that provides timely and relevant answers to both program and non-program Veterans' questions within 24 hours. And the program will save a list of the Peer contacts so Veterans can go back to review their question(s) and the answer(s) they received. The Program will also provide access to the integrated Community question and answer tool, in order to provide a safe anonymous platform where Veterans can support each other in anonymous and structured direct question and answer exchanges.

**5.3.1 DELIVERABLE:** The contractor shall provide a monthly report which includes average waiting time for Peer response. The monthly report shall be submitted NLT the 10<sup>th</sup> day of the following month and shall include the prior month totals, as well as the cumulative FY totals.

### **CHAT TYPES/TIMES**

The Contractor shall provide the chat types to the following program related chats:

- Program milestones (e.g., after users interact with one of the CBT tools for the first time, Veterans are given a chat that debriefs them on the use of the tool and helps them understand the value of the tool).
- Potential issues (e.g., when responses to one of the program surveys indicate users may be having difficulties (such as financial difficulties), Peer Support would initiate chats with these Veteran Users to try to understand their problems and get them connected with the appropriate resource.
- “On Demand” chats initiated by the Veteran Users at any time with the Peer Supports.

**5.3.2 DELIVERABLE:** The contractor shall provide a monthly report in which average chat times and types of chats are listed. The monthly report shall be submitted NLT the 10<sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.

## **5.4 REFERRALS**

Veterans identified with higher mental health needs than those services provided by the contractor or those who are in need of non-urgent follow-up care would be referred to the nearest VA's Community Mental Health Point of Contact. Veterans may also elect to be connected with a POC at their local VHA Mental Health Office. Contracted Peer Supports should use <https://www.vets.gov/facilities/> to find the nearest VA facility.

**5.4.1 DELIVERABLE:** The contractor shall provide a monthly report which shows the number of the referrals made; where they were made to and from what geographic area of the country the referral was made (if possible). The monthly report shall be submitted NLT the 10<sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.

## **5.5 CRISIS MANAGEMENT**

Crisis Management for any Veteran user experiencing distress includes a warm hand-off to the VA's National Veteran's Crisis Line, confidential Chat Line option. Protocol to be developed by the contractor with the approval of the VA.

**5.5.1 DELIVERABLE:** Contractor to develop protocol for warm hand-off to the VCL within 14 days prior to going live with the Peer Support Program and must have the approval of the VA. The contractor shall provide a monthly report which list the referral volume to the VCL. The monthly report shall be submitted NLT the 10<sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.

## **5.6 CERTIFICATION**

All Peer Support personnel shall be designated as Key Personnel. Certification - *All Key Personnel shall be Military Veterans*. All Peer Support personnel hired by the Contractor must complete the peer support training program run by the Depression and Bi-Polar Support Alliance that meets national competency standards set by the Department of Veterans Affairs, Mental Health Services, or a state program for peer support. A copy of the Peer Supports certification must be sent to the COR to ensure that all Peer Supports have been certified. For new Peer Support Individuals, a copy of their certificate must be sent to the COR within 14 calendar days of being assigned. All Peer Supports must have at least 12 continuing education hours annually on peer support services (VA requirements). A list of the topics and attendance needs to be submitted to the COR annually.

**5.6.1 DELIVERABLE:** Contractor will provide copies of training certificates and continuing education as listed above. Peer Support Staffing list to be sent to be sent to COR

before the start-up of the Online Support and as needed as turnover happens. Certificates shall be sent to COR within 14 days after certificate has been received. Updates on continuing education hours shall be submitted NLT the 10<sup>th</sup> day of the following month.

## **5.7 ENSURE EXCELLENT CUSTOMER SATISFACTION**

The Contractor shall collect information on the services provided to the Veteran Users through customer satisfaction surveys. This information will be used to improve the program and attitudes toward mental health and the VA.

**5.7.1. DELIVERABLE:** The Contractor will use the surveys provided under Addendum B: Stigma Survey and Addendum C: Customer Satisfaction Survey and report outcomes in the monthly report. The monthly report shall be submitted NLT the 10<sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.

## **5.8 DEVELOP MONTHLY REPORT**

The Contractor shall provide one comprehensive monthly report listing all the deliverables mentioned above.

**5.8.1 DELIVERABLE:** The monthly report shall be submitted NLT the 10<sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.

## **5.9 DEVELOP PROJECT MANAGEMENT PLAN**

The contractor shall develop a Project Management Plan that shall be updated annually and submitted to the Government NLT 10 days after the start of each option year. ***\*Note: The contractor shall provide the initial Project Management Plan in its proposal under Technical Approach, Subfactor (a), Project Management.***

The Contractor shall designate a Project Manager (PM) who shall provide oversight of all contracted efforts. The PM must be available during regular business hours and must return all calls and emails within 24 hours; however, for emergency situations, the PM is required to respond within a two-hour period. The PM shall attend the Contract kick-off meeting via conference call to discuss the project approach, schedules, milestones, and provide Contractor points of contact (POCs).

The Contractor shall submit monthly status reports unless otherwise specified in the PWS. The Contractor shall make every effort to ensure that issues raised by the local facility are addressed in a timely manner. Work shall not commence until the Contracting Officer or Contracting Officer Representative (COR) approves the Project Management Plan. The Contractor shall provide the VA with a Project Management Plan that shall include, but is not limited to:

1. Schedule Management – The development, management, and control of project schedules.
2. Risk Management – The planning, identification, analysis, monitoring, and control of and responses to program risk. **See Addendum D Security Requirements iic and iiia.**
3. Communication Management – The timely and appropriate generation, collection, distribution, storage, retrieval, and disposition of program information.
4. Staffing Plan - Details on staffing levels, resources, etc., for both Contractor and Subcontractor personnel.
5. Quality Assurance Plan - Detailed quality control and oversight plan for all work performed.
6. Incorporate all aspects of Online Peer Support Website, Chat Room and CBT Self Help services in the PMP.

**5.9.1 DELIVERABLE:** This Project Management Plan shall be updated annually submitted NLT 10 days after the beginning of each Option Year.

#### **DELIVERABLE TABLE**

<b>Task</b>	<b>Deliverable ID</b>	<b>Deliverable Description</b>
5.1. Marketing	5.1.1.	The Marketing Plan is to be developed and submitted according to the timelines listed in Task 5.1
5.2. Maintaining Website	5.2.1	The contractor shall provide a monthly report which includes number of users who have completed each lesson, referral rates, assessment instrument used and results. The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals. This report and will list the number of downtimes. It will also include any downtime that is more than four hours, the time of day the website went down and the reason.
5.3. Provide Peer Support Online Chat Program	5.3.1 & 5.3.2	The contractor shall provide a monthly report which includes which includes average waiting time for Peer response. The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.
5.4. Referrals	5.4.1	The contractor shall provide a monthly report which shows

<b>Task</b>	<b>Deliverable ID</b>	<b>Deliverable Description</b>
		the number of the referrals made; where they were made to and from what geographic area of the country the referral was made (if possible). The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.
5.5 Crisis Management	5.5.1	Contractor to develop protocol for warm hand-off to the VCL within 14 days prior to going live with the Peer Support Program and must have the approval of the VA. The contractor shall provide a monthly report which list the referral volume to the VCL. The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals. 5.
5.6 Certifications	5.6.1	Contractor will provide copies of certificates and continuing education. Certificates shall be sent to COR within 14 days after certificate has been received. Updates on continuing education hours shall be submitted NLT the 10 <sup>th</sup> day of the following month.
5.7 Ensure Excellent Customer Satisfaction	5.7.1	The Contractor will use the surveys provided under attachment B, Stigma Survey and attachment C, Customer Satisfaction Survey and report outcomes in the monthly report. The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals. .
5.8 Comprehensive Monthly Report	5.8.1	The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.
5.9 Project Management Plan	5.9.1	The Project Management Plan shall be updated annually and is due NLT 10 days after the beginning of each option year.

## **6.0 GENERAL REQUIREMENTS**

### **6.1 SECURITY AND PRIVACY REQUIREMENTS**

See Addendum D: 6500 Statement

### **6.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

Not applicable.

### **6.3 METHOD AND DISTRIBUTION OF DELIVERABLES**

The Contractor shall deliver documentation in electronic format - Adobe Postscript Data Format (PDF).

#### **6.4 PERFORMANCE METRICS**

The table below defines the Performance Standards and Acceptable Levels of Performance associated with this effort.

Performance Objective Tasks/Deliverables	Performance Standard	Acceptable Levels of Performance	Method of Surveillance
5.1. Initial Marketing Plan Submittal	Submit initial Marketing Campaign Plan that is free from numerous significant errors or omissions for review within 30 days after contract award.  Corrections and revisions to be submitted within 10 days after COR review. Full implementation within 10 days after final approval by COR.	Initial Marketing Plan shall be submitted NLT three business days late. Failure to meet the Acceptable Level of Performance may result in documentation in Contractor Performance Annual Reporting System(CPARS)	100% inspection of deliverables
5.2 Maintaining Website	The monthly report shall include number of users who have completed each lesson, referral rates, assessment instrument used and results. The maximum number of downtimes over 4 hours is 5 per month and 60 per year. The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.	Failure to meet the Acceptable Level of Performance may result in documentation in Contractor Performance Annual Reporting System(CPARS)	100% inspection of deliverables
5.3 Provide Peer Support Online Chat Program	No waiting time will be longer than an hour. The maximum number of wait times (over one	Failure to meet the Acceptable Level of Performance may result in documentation in	100% inspection of deliverables

	hour) are 5 per month and 60 per year.	Contractor Performance Annual Reporting System(CPARS)	
5.4 Referrals	The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.	These reports shall be submitted NLT three business days late. Failure to meet the Acceptable Level of Performance may result in documentation in Contractor Performance Annual Reporting System(CPARS)	100% inspection of deliverables
5.5 Crisis Management	Contractor shall develop protocol for warm hand-off to the VCL within 14 days prior to going live with the Peer Support Program and must have the approval of the VA. The contractor shall provide a monthly report which list the referral volume to the VCL. The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.	This protocol for warm hand-off to the VCL shall be approved by the VA NLT three business days late. Failure to meet the Acceptable Level of Performance may result in documentation in Contractor Performance Annual Reporting System(CPARS)	100% inspection of deliverables
5.6 Certifications	Certificates shall be sent to COR within 14 days after certificate has been received. Updates on continuing education hours shall be submitted NLT the 10 <sup>th</sup> day of the following month.	The certificates shall be sent to the COR NLT three business days late. The monthly report shall be submitted NLT three business days late. Failure to meet the Acceptable Level of Performance may result in documentation in Contractor	100% inspection of deliverables

		Performance Annual Reporting System(CPARS)	
5.7 Ensure Excellent Customer Satisfaction	Contractor shall provide Addendum B: Stigma Survey and Addendum C: Customer Satisfaction Survey and report outcomes in the monthly report. The minimum number of completed surveys per month is 20 for both Addendum B and Addendum C. The monthly report shall be submitted NLT the 10 <sup>th</sup> day of the following month and shall include the prior month totals as well as the cumulative FY totals.	Less than 15 completed surveys per month for both Addendum B and Addendum C may warrant documentation in CPARS. These reports shall be submitted NLT three business days late. Failure to meet the Acceptable Level of Performance may result in documentation in Contractor Performance Annual Reporting System(CPARS)	100% inspection of deliverables
5.8 Comprehensive Monthly Report	This report shall be submitted NLT the 10 <sup>th</sup> day of the following month.	This report shall be submitted NLT three business days late. Failure to meet the Acceptable Level of Performance may result in documentation in Contractor Performance Annual Reporting System(CPARS)	100% inspection of deliverables
5.9 Project Management Plan	The Project Management Plan shall be updated annually and is due NLT business 10 days after the beginning of each option year	This Plan shall be submitted NLT three business days late. Failure to meet the Acceptable Level of Performance may result in documentation in Contractor Performance Annual Reporting System(CPARS)	100% inspection of deliverables



Note 1: Significant errors or omissions are defined as deliverables not meeting the intent of the contract and the work to be considered to be within scope of the vehicle.

The COR shall utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion with proper notice to the Contractor, i.e., in writing and at least 30 days before any changes take effect. A Performance Based Service Assessment shall be used by the COR in accordance with the QASP to assess Contractor performance.

## **6.5 FACILITY/RESOURCE PROVISIONS**

Not applicable.

## **6.6 GOVERNMENT-FURNISHED PROPERTY**

Not applicable.

## **6.7 SHIPMENT OF HARDWARE OR EQUIPMENT**

Not applicable

This list is continually evolving, and as a result is not all-inclusive.

## **6.8 POINTS OF CONTACTS**

### **VA Program Manager:**

Name: Stacey Pollack,  
Address: 1575 I Street NW, Room 619, Washington, DC 20420  
Voice: 202-461-4174  
Email: [Stacey.Pollack@va.gov](mailto:Stacey.Pollack@va.gov)

### **Contracting Officer's Representative (Primary):**

Name: Karen DeVolder  
Address: 76 Veterans Ave, Bldg 30 M# 161, Bath, NY 14810  
Voice: 607-664-4312  
E-mail: [Karen.DeVolder@va.gov](mailto:Karen.DeVolder@va.gov)

### **Contracting Officer's Representative (Alternate):**

Name: Brian Radford  
Address: 1575 I Street NW, Room 615, Washington, DC 20420  
Voice: 202-461-4164  
Email: [Brian.Radford@va.gov](mailto:Brian.Radford@va.gov)

### **Contracting Officer:**

Name: Brian Shepard

Address: 10300 Spotsylvania Ave, Suite 400, Fredericksburg, VA 22408  
Voice: 202-341-8393  
Email: [Brian.Shepard@va.gov](mailto:Brian.Shepard@va.gov)

## **ADDENDUM A**

### **ADDITIONAL VA REQUIREMENTS, CONSOLIDATED**

#### **Approved Standardized Instruments**

1. GAD-7 (Anxiety)
2. PHQ-9 (Depression)
3. PCL-5 (PTSD)
4. AUDIT (SUD)

**ADDENDUM B**  
**STIGMA SURVEY**

The Stigma Survey is a standard customer survey created for the VA.

Stigma:

1. I would be embarrassed if my friends knew that I was getting professional help for PTSD, Depression or Anxiety.
  - a. Strongly agree
  - b. Agree
  - c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree
2. If my doctor told me that I had PTSD or Depression I could accept that.
  - a. Strongly disagree
  - b. Disagree
  - c. Neither agree nor disagree
  - d. Agree
  - e. Strongly agree
3. If I had Depression or PTSD, others would be disappointed in me.
  - a. Strongly agree
  - b. Agree
  - c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree
4. I understand how my behavior and my habits can affect my mood.
  - a. Strongly disagree
  - b. Disagree
  - c. Neither agree nor disagree
  - d. Agree
  - e. Strongly agree

**ADDENDUM C**  
**CUSTOMER SATISFACTION SURVEY**

1. Rate your overall satisfaction with the program.
  - a. Very satisfied
  - b. Mostly satisfied
  - c. Somewhat satisfied
  - d. Unsatisfied
  - e. Very satisfied
2. I would recommend this program to a friend dealing with combat or post deployment stress.
  - a. Strongly agree
  - b. Agree
  - c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree
3. I received helpful information and advice about how my thoughts actions and emotions interrelate.
  - a. Strongly agree
  - b. Agree
  - c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree
4. I feel I have greater control of my thoughts and emotions after participating in this program.
  - a. Strongly agree
  - b. Agree
  - c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree
5. After participating in this program, I am more comfortable discussing issues involving combat-related stress.
  - a. Strongly agree
  - b. Agree
  - c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree
6. The Peer Supports are an important component of this program.
  - a. Strongly agree
  - b. Agree

- c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree
7. I would be more likely to use VHA services if they had programs similar to this program.
- a. Strongly agree
  - b. Agree
  - c. Neither agree nor disagree
  - d. Disagree
  - e. Strongly disagree

## **ADDENDUM D SECURITY REQUIREMENTS**

### **i. GENERAL**

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as Department of Veterans Affairs (VA) and VA personnel regarding information and information system security.

### **ii. VA Information Custodial Language**

- a. Information made available to the contractor or subcontractor by VA for, or developed by the contractor/subcontractor in, performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information shall not be co-mingled, if possible, with any other data on the contractor's/subcontractor's information systems or media storage systems in order to ensure that VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure that data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management*; and its Handbook 6300.1, *Records Management Procedures*; applicable VA Records Control Schedules; and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA CO

within 30 calendar days of termination of the contract. See Task 5.9, 2. Risk Management and Deliverable 5.9.1.

- d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations, and policies. If Federal or VA information confidentiality and security laws, regulations, and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable Federal Information Processing Standard (FIPS) or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations, and policies in this contract.
- e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, then after the restoration is complete, the copies shall be appropriately destroyed.
- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or for cause under Federal Acquisition Regulation (FAR) Part 12.
- g. If a Veterans Health Administration (VHA) contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor's/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA CO for response.
- k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by 38 U.S.C. § 5705, confidentiality of medical quality assurance records and/or 38 U.S.C. § 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA CO for response.
- l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require Certification and Accreditation (C&A) or memoranda of understanding and interconnection agreements (MOU-ISA) for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the PM/COR.

### **iii. Information System Design and Development**

- a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with Federal Information Security Management Act (FISMA), Health Insurance Portability and Accountability Act (HIPAA), NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic Personal Health Information (PHI), outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (refer to Appendix D of VA Handbook 6500, *VA Information Security Program*). During the development cycle, a Privacy Impact Assessment (PIA) must be completed, provided to the PM/COR, and approved by the VA Privacy Service in accordance with Directive 6507, *VA Privacy Impact Assessment*. See Task 5.9, 2. Risk Management and Deliverable 5.9.1.



- b. The contractor/subcontractor shall certify to the PM/COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Microsoft Internet Explorer 7 configured to operate on Microsoft Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
- c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA- approved and Federal Desktop Core Configuration (FDCC) configuration. Information technology staff must also use the Windows Installer Service for installation to the default “program files” directory and silently install and uninstall.
- d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; VA Handbook 6500, *Information Security Program*; and VA Handbook 6500.5, *Incorporating Security and Privacy in System Development Lifecycle*.
- f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974 (as amended); Public Law 93-579, December 31, 1974 (5 U.S.C. 552a); and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
- g. The contractor/subcontractor agrees to do the following:
  - 1. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies the following:
    - The Systems of Records (SOR) and

- The design, development, or operation work that the contractor/subcontractor is to perform.
  - 2. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation on individuals of a SOR that is subject to the Privacy Act; and
  - 3. Incorporate this Privacy Act clause, including this subparagraph (3), into all subcontracts awarded under this contract that require the design, development, or operation of such SOR.
- h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function; and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.
- 1. “Operation of a System of Records” means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.
  - 2. “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history; and that contains the person’s name, identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint, voiceprint, or a photograph.
  - 3. “System of Records” means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
- i. The contractor/subcontractor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or

maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the contractor anywhere in the Systems, including Operating Systems and firmware. The contractor/subcontractor shall ensure that Security Fixes shall not negatively impact the Systems.

- j. The contractor/subcontractor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than three days.
- k. When the Security Fixes involve installing third-party patches (such as Microsoft OS patches or Adobe Acrobat), the contractor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 business days. When the contractor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within five days.
- l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 calendar days of discovery or disclosure. Exceptions to this paragraph, i.e., for the convenience of VA, shall only be granted with approval of the CO and the VA Assistant Secretary for Office of Information and Technology (OIT).

#### **iv. Information System Hosting, Operation, Maintenance, or Use**

- a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching, and change management procedures; and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the PM/COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.
- b. Adequate security controls for collecting, processing, transmitting, and storing Personally Identifiable Information (PII), as determined by the VA Privacy Service,

must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA, and if these controls are determined not to be in place or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

- c. Outsourcing (contractor facility, contractor equipment, or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (i.e., authorization); C&A of the contractor's systems in accordance with VA Handbook 6500.3, *Certification and Accreditation*; and/or the VA OCS Certification Program Office. Government-owned (Government facility or Government equipment) contractor-operated systems, as well as third party or business partner networks, require MOU-ISA, which details what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
- d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update of the PIA. Any deficiencies noted during this assessment must be provided to the VA CO and the Information Security Officer (ISO) for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/Subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General (OIG). The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested, and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
- e. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copies and electronic copies of the assessment must be provided to the PM/COR. The Government reserves the right to conduct such an assessment using Government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

- f. VA prohibits the installation and use of personally owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA-owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW, or contract. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA- approved antivirus (AV) software and a personal (host-based or enclave-based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA-owned OE.
  
- g. All electronic storage media used on non-VA-leased or non-VA-owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization*, upon the following: (i) completion or termination of the contract, or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.
  
- h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA-sensitive information must not be returned to the contractor at the end of lease, for a trade-in or other purposes. The options are:
  - 1. Contractor/Subcontractor must accept the system without the drive;
  - 2. VA's initial medical device purchase includes a spare drive, which must be installed in place of the original drive at time of turn-in; or
  - 3. VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
  - 4. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then

- The equipment contractor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
- Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without having a negative impact upon system operation. Selective clearing down to patient data folder level is recommended using VA-approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
- A statement needs to be signed by the Director, i.e., System Owner that states that the drive could not be removed, and that (a) and (b) controls, above, are in place and completed. The ISO needs to maintain the documentation.

#### **v. Security Incident Investigation**

- a. The term “security incident” means an event that has, or could have, resulted in unauthorized access, loss, or damage to VA assets, sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the PM/COR and, simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft, break-in, or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or

entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

#### **vi. LIQUIDATED DAMAGES FOR DATA BREACH**

- a. Consistent with the requirements of 38 U.S.C. § 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA OIG an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- c. Each risk analysis shall address all relevant information concerning the data breach, including the following:
  1. Nature of the event (loss, theft, unauthorized access);
  2. Description of the event, including
    - a. Date of occurrence;
    - b. Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
  3. Number of individuals affected or potentially affected;

4. Names of individuals or groups affected or potentially affected;
  5. Ease of logical data access to the lost, stolen, or improperly accessed data in light of the degree of protection for the data (e.g., unencrypted, plain text);
  6. Amount of time the data has been out of VA control;
  7. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
  8. Known misuses of data containing sensitive personal information, if any;
  9. Assessment of the potential harm to the affected individuals;
  10. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
  11. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals, consisting of the following:
1. Notification;
  2. One year of credit monitoring services consisting of automatic daily monitoring of at least three relevant credit bureau reports;
  3. Data breach analysis;
  4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
  5. One year of identity theft insurance with \$20,000.00 coverage at a \$0 deductible; and



6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

#### **vii. SECURITY CONTROLS COMPLIANCE TESTING**

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

#### **viii. SECURITY CONTROLS COMPLIANCE TESTING**

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

### **B.4 PRICE/COST SCHEDULE**

#### **ITEM INFORMATION**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0001</b>	30 Day Phase In to Allow the Contractor sufficient time to set up the CBT Website and all other requirements as stated in the RFQ.	1	MO		
<b>1001</b>	The Contractor shall provide all resources necessary to accomplish	12	MO		

	the requirements of “Online Peer Support” and perform all Tasks and Deliverables 5.1-5.9 IAW the PWS. Contract Period: Base Year 1				
<b>2001</b>	The Contractor shall provide all resources necessary to accomplish the requirements of “Online Peer Support” and perform all Tasks and Deliverables 5.1-5.9 IAW the PWS. Contract Period: Option Year 1	12	MO	_____	_____
<b>3001</b>	The Contractor shall provide all resources necessary to accomplish the requirements of “Online Peer Support” and perform all Tasks and Deliverables 5.1-5.9 IAW the PWS. Contract Period: Option Year 2	12	MO	_____	_____
<b>4001</b>	The Contractor shall provide all resources necessary to accomplish the requirements of “Online Peer Support” and perform all Tasks and Deliverables 5.1-5.9 IAW the PWS. Contract Period: Option Year 3	12	MO	_____	_____
<b>5001: IAW FAR 52.217-8 Option to extend services.</b>	<b>4001: IAW FAR 52.217-8</b> Option to extend services. The Contractor shall provide all resources necessary to accomplish the requirements of “Online Peer Support” and	6.00	MO	_____	_____

perform all Tasks and  
Deliverables 5.1-5.9 IAW  
the PWS.  
Contract Period: 6 month  
extension

**GRAND TOTAL**

## B.5 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
<b>0001</b>	1.00	
<b>1001</b>	12.00	
<b>2001</b>	12.00	
<b>3001</b>	12.00	
<b>4001</b>	12.00	
<b>5001</b>	6.00	

## SECTION C - CONTRACT CLAUSES

### **C.1 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB.”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 veterans;

(ii) The management and daily business operations of which are controlled by one or more veterans;

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>): and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(2) “Veteran” is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a veteran-owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB and/or VOSB as appropriate.

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

## **C.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

<b>Employee Class</b>	<b>Monetary Wage—Fringe Benefits</b>
Peer Specialist Mental Health GS-0102-06/09	\$38,861.00 to \$68,672.00 / Per Year
Peer Support Specialists Mental Health GS-0102-06/09	\$36,611.00 to \$64,697.00 / Per Year

## **C.3 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS**

Clauses 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.

## **C.4 52.217-5 EVALUATION OF OPTIONS.**

As prescribed in [17.208\(c\)](#), insert a provision substantially the same as the following:

### **EVALUATION OF OPTIONS (JULY 1990)**

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

### **C.5 52.217-8 OPTION TO EXTEND SERVICES.**

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

#### **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 at least 30 days before the contract expires.

(End of clause)

### **C.6 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 15 days of the end of the current option period; 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 five (5) years.

### **C.7 52.237-3 CONTINUITY OF SERVICES**

As prescribed in [37.110\(c\)](#), insert the following clause:

#### **CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a

plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

## **C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

## **C.9 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.

**C.10 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.

#### **C.11 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 . 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.

#### **C.12 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/>

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS DEC 2013

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS JAN 2017

**C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(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:

[X] (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).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (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 (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[X] (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. (OCT 2015) (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) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 (OCT 2015) 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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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.)

☐ (35)(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.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (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 (OCT 2015) 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 (OCT 2015) (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) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (46)(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.

☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (48) 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).

☐ (49) 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).

☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (58)(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:

[X] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (3) 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

[X] (4) 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).

[] (5) 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).

[] (6) 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).

[] (7) 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).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 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 (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 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 \$700,000 (\$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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 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.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).



(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 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).

(xvii) 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.

(xviii) 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.

#### **C.14 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**

ATTACHMENT A – PRICING SCHEDULE SUPPORTING DOCUMENTATION

ATTACHMENT B – PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT C – PAST PERFORMANCE INFORMATION SHEET

## SECTION E - SOLICITATION PROVISIONS

### E.1 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.

### QUOTE SUBMISSION INSTRUCTIONS

The Quoter shall submit a quote electronically via email to [Randall.saunders@va.gov](mailto:Randall.saunders@va.gov). The quote shall consist of four separate and distinct volumes; (1) Technical (2) Past Performance, (3) Price, and (4) Solicitation, Quote and Award Documents, Certifications/Representations, including fill in Provisions E.1 through E.3.

Questions regarding the RFQ shall be submitted, in writing only, to Randall Saunders, Contract Specialist, via email at: [randall.saunders@va.gov](mailto:randall.saunders@va.gov).

**These questions must be submitted NLT April 27, 2017, at 1:00 PM EST.** Responses to questions submitted, if/as appropriate, will be responded to via an amendment to the solicitation only.

**All quotes must be submitted electronically to Randall Saunders at [Randall.saunders@va.gov](mailto:Randall.saunders@va.gov) NLT May 18, 2017, at 1:00 PM EST.**

**a. Format.** The submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and solicitation number in the header and/or footer and shall begin at the top of each page. A Table of Contents should be created using the Table of Contents feature in MS Word. Quote page limitations are applicable to this procurement. The Table below indicates the maximum page count (where applicable) for each volume of the Quoter's quote.

Volume Number	Page Count
Volume I – Technical Approach	Not To Exceed (NTE) 30 pages, excluding covers, title pages, and table of contents.
Volume II – Past Performance	No Page Limitation
Volume III – Price	No Page Limitation
Volume IV– Solicitation, Offer and Award Documents, Certifications / Representations	No Page Limitation

All information will be confined to the appropriate volume. The Quoter shall confine its submissions to essential matters, sufficient to define the quote details, in a concise manner, to permit a complete and accurate evaluation of each quote. Each volume of the quote will consist of a Table of Contents, and the Narrative discussion. Proprietary information shall be clearly marked.

## **VOLUME I – TECHNICAL APPROACH**

No pricing information is to be provided in the Technical Volume.

This volume provides the principal written basis for evaluation of the Quoter's compliance with the requirements of the Performance Work Statement (PWS). In the Technical Approach Volume, the Quoter shall fully describe their detailed approach, qualifications, and experience to demonstrate the ability to successfully meet all requirements within the time and performance constraints for a project of this size and scope. The Contractor shall demonstrate a working knowledge and the ability to comply with the applicable documents as specified in the PWS. The Quoter shall submit detailed plans that fully describe and clearly articulate the Quoter's understanding of the work in the PWS as it relates to the following:

- 1) Complete and deliver requirements as specified in E.3 A. Basis for Award Technical Approach Subfactors (a) Understanding of the Work (b) Staffing Approach, and (c) Teaming Agreement/Subcontracting Approach
- 2) All tasks and deliverables as specified in Task 5.1 through 5.9.

## **VOLUME II – PAST PERFORMANCE**

The Quoter is required to address Past Performance in two ways: as an Quoter's self-assessment and as a 'customer/client' prepared assessment.

### **Section 1 – Past Performance Information**

Quoters shall submit a list of contracts (including Federal, State, and local government, and private entities) (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three years immediately prior to the quote submission date, which are relevant to the efforts required by this solicitation. Limit submittal to a maximum of five contracts for the Prime and three contracts for each major subcontractor. Areas of relevancy are related to those services under this RFQ. Data concerning the prime Contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order.

For each contract submitted to be considered under Past Performance the Quoter will complete the information detailed in Attachment C – Past Performance Information Sheet. When completing the information detailed in Attachment C, Quoters will place emphasis on explaining the following:

#### **Past Performance**

Quoters will provide a specific narrative explanation of each contract describing the objectives achieved and detailing how the effort is relevant to the requirements of

the solicitation. **The Quoter will fully describe its past performance including qualifications and experience that will contribute to successful contract execution on the size, within the time and performance constraints, and in compliance with the applicable documents as specified in the PWS.**

For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, the Quoter will provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Quoter will list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Quoter will indicate if any of the contracts submitted under past performance were terminated and the type and reasons for the termination.

### **New Corporate Entities**

New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Quoter will discuss such person's role in detail for the prior contracts cited.

## **Section 2 - Past Performance Questionnaire**

The Quoter will complete Part I of the Past Performance Questionnaire which is provided as Attachment B and e-mail the questionnaire to the technical representative of all the named contacts listed in Section 1 of the Past Performance Volume II instructions. The POCs will be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contract Specialist, [randall.saunders@va.gov](mailto:randall.saunders@va.gov) no later than the quote due date. Past Performance Questionnaires will NOT be accepted directly from Quoter r. It is the Quoter's responsibility to ensure the POCs' submit Past Performance Questionnaires for consideration.

The Government will not accept Past Performance Questionnaires from any POCs that are not submitted by the closing date of the solicitation. The Quoter shall also provide a list of all the POC's who were sent a questionnaire. The Government must receive this list as part of the Past Performance Volume of the quote. The POC List will be submitted in Word or Windows Table Format to include the following fields: Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address; Date E-Mailed to POC (month/day). Please note, that the Past Performance Questionnaire will not be a part of the resultant contract.

## **VOLUME III – PRICE**

The Quoter shall complete the B.3 Price Schedule and Attachment A "Pricing Schedule Supporting Documentation" and submit it as part of Volume III-Price. The Price Schedule includes a base year and three option years.

## **VOLUME IV – SOLICITATION, OFFER, AWARD DOCUMENTS, AND REPRESENTATIONS AND CERTIFICATIONS**

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- b. **Quoters are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) in order to be qualified as a SDVOSB/VOSB under this procurement.**
- c. Any proposed terms and conditions and/or assumptions upon which the quote is predicated.

\* Quoters are hereby advised that any Quoter -imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, *may render the quote Unacceptable, and thus ineligible for award.*

## **E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible Quoter whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor 1 - Technical Approach
- Factor 2 - Past Performance
- Factor 3 – Price

In accordance with 13.106-1(a)(2): “When soliciting quotations or offers, the contracting officer shall notify potential Quoters of the basis on which award will be made (price alone or price and other factors, e.g., past performance and quality). Contracting officers are encouraged to use best value. Solicitations are not required to state the relative importance assigned to each evaluation factor and subfactor, nor are they required to include subfactors.”

The Technical Evaluation Team will review the vendor's verification of SDVOSB eligibility in the Vendor Information Pages (VIP) database for the NAICS code appearing on the SF1449. Unverified SDVOSBs will be considered non-responsive to the requirements of the solicitation. Offers from unverified SDVOSBs are considered ineligible for award and will not be further evaluated.

Each Technical subfactor shall be given an adjectival rating of Acceptable or Unacceptable. If either one of the three subfactors is rated Unacceptable, the Technical Approach Factor shall also be rated Unacceptable, and the Quoter shall be eliminated from consideration for the award.

(b) *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).

### **E.3 ADDENDUM to FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS**

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

#### **BASIS FOR AWARD**

The Government will make an award to the responsible Quoter whose proposal conforms to the solicitation and is most advantageous to the Government (i.e., that which represents the best value to the Government), price and other factors considered.

#### **FACTORS TO BE EVALUATED**

##### **Non-Price Factors**

Factor 1 - Technical Approach

Factor 2 - Past Performance

Adjectival Ratings: Adjectival Ratings for Factor 1 **Technical Approach** include: Excellent, Good, Satisfactory, Marginal, and Unacceptable. **Technical Approach Definitions** for the adjectival ratings are below:

Rating	Definition
Excellent	The proposed approach indicates an exceptional and comprehensive understanding of the program goals, resources, schedules and other aspects essential to the performance of the program. The quote contains strengths that should substantially benefit the program. There are no weaknesses or deficiencies. The relative risk associated with the proposed Technical/Management Approach is very low.
Good	The proposed approach indicates a thorough understanding of the program goals and the methods, resources, schedules and other aspects essential to the performance of the program. The quote contains strengths that should benefit the program. Weaknesses if any are offset by strengths. There are no deficiencies. The relative risk associated with the proposed Technical/Management Approach is low.
Satisfactory	The proposed approach indicates an adequate understanding of the program goals and the methods, resources, schedules and other aspects essential to the performance of the program. The quote contains meets the minimum requirements of the solicitation; strengths or weaknesses may not exist. There are no deficiencies. The relative risk associated with the proposed Technical/Management Approach is moderate.

Marginal	The proposed approach indicates a superficial or vague understanding of the program goals and the methods, resources, schedules and other aspects essential to the performance of the program. The quote contains numerous weaknesses that are not offset by strengths. There are no deficiencies. The relative risk associated with the proposed Technical/Management Approach is substantial.
Unacceptable	The proposed approach indicates a lack of understanding of the program goals and the methods, resources, schedules and other aspects essential to the performance of the program. The quote contains significant weaknesses and/or deficiencies. The relative risk associated with the proposed Technical/Management Approach is unacceptable.

Adjectival Ratings: Adjectival Ratings for Factor 2 **Past Performance** include:

Neutral/Unknown Excellent, Good, Satisfactory, Marginal, and Unacceptable. **Past Performance** Definitions for the adjectival ratings are below:

Rating	Definition
Neutral/Unknown	No relevant past performance record is identifiable (FAR 15.305(a)(2)(iv))
Excellent	Based on the Quoter's performance record, essentially no risk exists that the Quoter will perform the required effort. Past/present performance effort involved essentially the same size, scope and complexity this solicitation requires.
Good	Based on the Quoter's performance record, low risk exists that the Quoter will perform the required effort. Past/present performance effort involved much of the same size, scope and complexity this solicitation requires.
Satisfactory	Based on the Quoter's performance record, moderate risk exists that is offset by other factors that the Quoter will perform the required effort. Past/present performance effort involved some of the same size, scope and complexity this solicitation requires.
Marginal	Based on the Quoter's performance record, substantial risk exists that the Quoter will perform the required effort. Past/present performance effort involved very little of the same size, scope and complexity this solicitation requires.
Unsatisfactory	Based on the Quoter's performance record, extreme risk exists that the Quoter will perform the required effort. Past/present performance effort did not involve any of the same size, scope and complexity this solicitation requires.

## Price Factor

### Factor 3 - Price

The contract will be awarded for 1 base 12-month period with 3 12-month options and will include Firm-Fixed-Price (FFP) CLINs.

## NON-PRICE FACTORS

### i. Factor 1 – Technical Approach

. Technical Approach will be evaluated as follows:

The Government seeks a firm capable of providing Online Peer Support Services. The selected firm's technical ability shall be exemplified by appropriate resources to implement the requirements of the Performance Work Statement (PWS). The method of evaluation of the Quoter's technical quote shall be based on the Quoter's understanding of the requirements, feasibility of approach, and completeness.

- Understanding of the Requirements - The quote will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and providing solutions for the requirement and meeting and/or exceeding the requirements presented in the solicitation; and the extent to which uncertainties are identified and resolutions proposed.
- Feasibility of Approach - The quote will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The quote will be evaluated to determine the level of confidence provided the Government with respect to the Quoter's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.
- Completeness - The quote will be evaluated to determine whether the Quoter's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The quote will be evaluated to determine the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

The Technical Approach will be evaluated by Evaluation Team members to determine if the Quoter has addressed the sub-factors listed below:

The following sub-factors are equally important:

(a) Understanding of the Work – Includes submitting “Initial” Project Plan in accordance with Task 5.9 Develop Project Management Plan and Deliverable 5.9.1

(b) Staffing Approach – In accordance with C.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014). All Peer Support Specialists shall be designated as Key Personnel. In accordance with PWS Task 5.6. Certification - All Key Personnel shall be Military Veterans. All Peer Supports hired by the Contractor must complete the peer support training program run by the Depression and Bi-Polar Support Alliance that meets national



competency standards set by the Department of Veterans Affairs, Mental Health Services or a state program for peer support.

(c) Teaming/Subcontractor Approach – the Quoter will not be evaluated favorably or unfavorably on teaming/subcontractor approach if this sub-factor is not proposed.

ii. Factor 2 – Past Performance

Past Performance will be evaluated as follows:

- The Past Performance will be evaluated based on PPQs (Attachment B) and other Government sources including Past Performance Retrieval System (PPIRS) and given an adjectival rating as indicated in Evaluation Approach.
- The Past Performance evaluation will assess the relative risks associated with a Quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by that Quoter's record of past performance.
- In this context, “Quoter” refers to the proposed prime Contractor and all proposed major subcontractor(s). A major subcontractor is defined as one who provides record management services whose subcontract is for more than 25% of the total proposed price. In either case, the prime Contractor and proposed major subcontractor(s) will be assessed individually based on the Adjectival Rating Table criteria above.
- The Government will conduct a Performance Risk Assessment based on the quality, relevancy, and recency (last three years) of the Quoter's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Quoter s shall submit a list of contracts (including Federal, State, and local government, and private entities) (prime contracts, task/delivery orders, and/or major subcontracts. Quoters are advised that the Government will also review available past performance data available in the Past Performance Information Retrieval System (PPIRS).
- The Government will reserve the right to obtain past performance information from any reasonably available source, and may contact customers other than those identified by the Quoter when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Quoters, it is incumbent upon the Quoter to explain the relevance of the data provided.
- The Government will review aspects of cost, schedule, and performance. Areas to be evaluated may include, but are not limited to, quality of service, timeliness of performance or adherence to delivery schedules, controlling project cost, and/or effectiveness in program management (to include use and control of subcontractors).
- In the case of a Quoter without a record of relevant past performance or whom information on past performance is not available, the Quoter may not be evaluated favorably or unfavorably on past performance.

iii Factor 3 Price Factor

Price will not be evaluated adjectivally or assigned a score. For price evaluation purposes, the total amount of RFQ will be evaluated as the total price and compared to any proposed prices received in response to the solicitation.

The Government is required to procure supplies and services from responsible sources at fair and reasonable prices. The Government intends to perform price analysis to establish a fair and reasonable price.

The Quoterr's price quote will be evaluated by the Government by comparing price quotes received in response to the RFQ, as well as comparing to the IGCE. Price will be evaluated for reasonableness and balance. If final quote revisions are requested, the revised price quotes will be re-summarized to assist in the final award decision. The price format is as follows:

Fixed Price:

1) The Government will evaluate the proposed total cost/price of the base and all option periods, to determine that the cost/price is valid and consistent with the IGCE, and is fair and reasonable.

2) The total evaluated price will be the combined sum of the base and all option periods. For each CLIN the total extended amount of the CLIN will be the estimated volume (used for evaluation purposes only) x unit price.

The Firm-Fixed Price (FFP) CLINS must include all labor, material, travel, and deliverables required for the successful completion for the services detailed in the PWS for all specific Tasks. Contractors shall be responsible for ensuring compliance with the Service Contract Act (SCA) for applicable Labor Categories for each CLIN. See C.2 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1994). ***Back up documentation to support the price for each CLIN shall be provided by the contractor in Attachment A "Pricing Schedule Supporting Documentation." The contractor is also required to provide the quantity of Full Time Employees (FTE) for each proposed position.*** The quantity of FTEs is to be used strictly for the Government's Price Evaluation for determining a Fair and Reasonable Price. Upon contract award, all CLINS shall be FFP.

**E.4 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION.**

As prescribed in 3.909-3(a), insert the following provision:

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL  
CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)

(a) *Definition.*

“Internal confidentiality agreement or statement,” “subcontract,” and “subcontractor”, as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

#### **E.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS.**

As prescribed in [9.104-7](#)(a), insert the following provision:

##### **CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

(a)(1) The Quoter certifies, to the best of its knowledge and belief, that—

(i) The Quoter and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if Quoter checks “have”, the Quoter shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 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.

(ii) 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. § 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.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 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.

(iv) 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).

(ii) The Quoter has no has not o , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Quoter shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Quoter learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Quoterresponsibility. Failure of the Quoter to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Quoter nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Quoter is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Quoter knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default

#### **E.6 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 Quoter [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

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

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

(d) The Quoter 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).

#### **E.7 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government intends to award a FFP Contract resulting from this solicitation.

#### **E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried and Mailing Address:

U.S. Department of Veterans Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave  
Suite 400  
Fredericksburg VA 22408

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **E.9 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/ Quoters 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.

#### **E.10 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, N.W., 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, N.W., 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.

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