

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 132	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA119A-17-R-0306	
						6. SOLICITATION ISSUE DATE 07/26/2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kimberly McLaughlin kimberly.mclaughlin2@va.gov		b. TELEPHONE NO. (No Collect Calls) 2402151664		8. OFFER DUE DATE/LOCAL TIME 08-11-2017 2:00pm ET	
9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Section B.3				16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						See Section B.1	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Product Effectiveness Integration Support Services Multiple-award Indefinite Delivery-Indefinite Quantity (IDIQ)  Period of Performance: 60 months from the date of award  DUNS: TIN: CAGE:				23. UNIT PRICE	
		(Use Reverse and/or Attach Additional Sheets as Necessary)				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lora Gross Contracting Officer		31c. DATE SIGNED	

## Table of Contents

<b>SECTION A.....</b>	<b>Error! Bookmark not defined.</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS .....	<b>Error! Bookmark not defined.</b>
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS.....</b>	<b>4</b>
B.1 CONTRACT ADMINISTRATION.....	4
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	9
B.3 PERFORMANCE WORK STATEMENT (PWS) .....	11
<b>SECTION C - CONTRACT CLAUSES .....</b>	<b>52</b>
C.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) .....	52
C.2 52.211-11 LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000) .....	52
C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (JAN 2017) .....	52
C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017) .....	62
C.5 52.216-18 ORDERING (OCT 1995).....	68
C.6 52.216-19 ORDER LIMITATIONS (OCT 1995).....	68
C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995) .....	69
C.8 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) .....	69
C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	70
C.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992) .....	70
C.11 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION) .....	70
C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	71
C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) .....	72
C.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..	72
C.15 MANDATORY WRITTEN DISCLOSURES .....	73
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>	<b>74</b>
Attachment A - Price Schedule_IDIQ .....	Attached
Attachment B - QASP .....	76
Attachment C - Contractor Rules of Behavior .....	87

Attachment D – Technical Evaluation Matrix.....	Attached
Attachment E - Integration Services Task Order #1 .....	Attached
Attachment F – Integration Services Task Order #2 .....	Attached
Attachment G - Task Order Price Scheule .....	Attached

**SECTION E - SOLICITATION PROVISIONS ..... 91**

E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERICAL ITEMS .....	91
E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS— REPRESENTATION (DEVIATION) (FEB 2015).....	107
E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012).....	107
E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) .....	108
E.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016).....	109
E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017) .....	109
E.7 52.216-1 TYPE OF CONTRACT (APR 1984) .....	126
E.8 52.219-1 SMALL BUSINESS PROGRAM REPREENATIONS (OCT 2014) .....	126
E.9 52.233-2 SERVICE OF PROTEST (SEP 2006).....	129
E.10 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008) .....	129
E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) .....	130
E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	130
E.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) .....	130
E.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	131

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION

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

(1) CONTRACTOR: TBD

(2) GOVERNMENT:

a. The Contracting Officer (CO) for Integration Support Services (Integration) is as follows:

Lora Gross, Contracting Officer  
Office of Acquisition Operations  
Strategic Acquisition Center – Frederick  
Department of Veterans Affairs (VA)  
321 Ballenger Center Drive, Suite 125  
Frederick, MD 21703

b. The Integration CO is responsible for providing overall scope oversight, maintaining communication between contractors and VA, ensuring contract compliance, and administering base contract and modifications. Each task order (TO) will have an identified CO who will be responsible for ensuring that TOs are within the scope of the Indefinite Delivery Indefinite Quantity (IDIQ) base contracts, administering all TO awards, overseeing payment or rejection of invoices, and ensuring that annual performance evaluations are completed at the TO level.

c. The CO reserves the right to designate a Contracting Officer's Representative (COR) at the IDIQ contract or individual TO level. The CO will issue a designation letter to the COR and the contractor to ensure that all parties understand the limited authority of the COR.

B. Minimum Guaranteed Amount and Maximum Value:

(1) The minimum guaranteed amount for this contract is \$5,000.00, which will be obligated at the time of IDIQ award to each awardee. Orders beyond the minimum will be determined by programmatic needs and the results of fair opportunity competitions. The Government has no obligation to award TOs beyond the minimum guaranteed amount.

(2) The maximum aggregate value of all awards and TOs under Integration is \$9,000,000.00. This ceiling is neither divided nor multiplied by the number of awardees.

### C. Future Competitions

In performing the services of Integration, contractors may gain access to information or provide support that may deem the contractor ineligible for award as a prime contractor, subcontractor or teaming partner on future procurements. Contractor's failure to recuse itself from future competitions or present a mitigation plan in light of an Organizational Conflict of Interest (OCI), where applicable, may be grounds for termination under this contract and non-selection for future contracts in accordance with FAR Part 9.5.

### D. Type of Contract

The contract shall be an IDIQ. TOs shall be issued on a firm-fixed price basis by deliverable as specified in the TO. Awardee contractors may submit a proposal in response to a TOPR, using the terms and evaluation factors found in the TOPR, as well as the terms and conditions set forth under the IDIQ base contract, as guidance for preparing a proposal. A TO will be awarded to the Contractor that has proposed the best value solution to the requirement set out in the TOPR. For each TO, the Contractor shall provide the key personnel (labor categories) required, tasks, required deliverables and supervision of contractor resources. All deliverables shall be submitted for the Government's review and approval prior to Contractor implementation.

### E. Task Order Proposal Request (TOPR) Procedures

#### (a) Fair Opportunity For Consideration.

1. One or more task orders will be issued during the performance period of the contract. The Government will provide all Awardees a fair opportunity for consideration. In accordance with FAR 16.505(b), the Contracting Officer (CO) will give each Awardee a "fair opportunity" to be considered for each order in excess of \$3,500 unless one of the conditions in paragraph 2, below, applies.
2. Exceptions to Fair Opportunity for Consideration. Awardees will not be given a fair opportunity to be considered for task orders which are expected to exceed \$3,500 when the CO determines one of the following conditions apply:
  - a. The agency need for services is of such urgency that providing such an opportunity would result in unacceptable delays;
  - b. Only one Awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;
  - c. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under the contract, provided that all Awardees were given fair opportunity to be considered for the original order. For the purposes of this solicitation the CO may negotiate a sole source logical follow-on task order with the current contractor providing previously competed services.

When deciding whether to negotiate a sole source logical follow-on task order with the current contractor, consideration will be given to the contractor's past performance, continuity of services, and price.

- d. It is necessary to place an order to satisfy a minimum guarantee. All successful contract Awardees are guaranteed a minimum award of a task order(s) totaling \$5,000.
- (b) In accordance with FAR part 16.5, the CO has broad discretion in determining which Awardee should receive a TO. Each TO award decision will have a unique evaluation plan that will be developed by the Contracting Officer and detailed in each TOPR. In general, TOPR proposals will be evaluated by analysis of the Staffing and Management Plan, Price, and Past Performance (see Factors 1-3, below).

The following factors may be used to evaluate TOPR proposals:

**Factor Price**

Price will not be evaluated adjectivally or assigned a score. The Government shall evaluate price to determine whether or not it is considered fair and reasonable. The Government shall evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). Proposed pricing will also be evaluated in accordance with FAR 15.404-1(g) to ensure balance. The Government may utilize competition, market research, or other resources to evaluate proposed prices and to make a best value determination.

**Factor : Past Performance**

The past performance and management record of the Awardee in previous task orders and task order proposals under the contract will be considered. This past performance evaluation will include a review of all aspects of contract performance, both positive and negative, including but not limited to, performance enhancements or problems, management enhancements or problems, timeliness of proposal submission, and continuity of and quality of employees provided. The COR shall utilize the Past Performance Questionnaire Attachment I to assess past performance on TOs during the course of this contract. If there is no previous task order Past Performance, the Government will consider the Past Performance evaluated under the base contract. In addition, the Quality Assurance Surveillance Plan (QASP) at Attachment B includes more specific information that the COR will utilize.

**Factor: Staffing Plan**

Staffing plan for accomplishment of the task order requirements, including the level of detail required in the staffing plan will be indicated in each TOPR.

**Factor: Management Plan**

Management plan for accomplishment of the task order requirements, including the level of detail required in the management plan will be indicated in each TOPR.

If necessary, Technical Capability (see Factor 4 below) may be used to further evaluate the various TOPR proposals. Other factors may be used to evaluate a TOPR proposal, if deemed appropriate by the Contracting Officer. Such factors will be made known to the contractors via evaluation instructions provided within the TOPR.

**Factor: Technical Capability**

The contractor will be asked to discuss its plan for accomplishing the work of the requirement.

- (c) When placing orders, the CO is not required to prepare formal evaluation plans, score offers, post notice on the Federal Business Opportunities (FedBizOpps) web site or hold discussions or negotiations with each Awardee. Even though the CO does not have to comply with the competition rules in Part 6 of the Federal Acquisition Regulation and does not have to conduct discussions before issuing an order, there will be an internal record of why a particular contractor provided the best value based on the particular requirements of each task order.
- (d) Issues arising from the placement of orders are not protestable to the Government Accountability Office unless the protest alleges that the order exceeded the value, scope or period of the contract or in the case where a single task order exceeds \$10 million.
- (e) TOPR, Proposal Submission, and task order award. The process for requesting task order proposals, evaluating the proposals, selecting an awardee for each task order, issuing the task order, and the commencement of services under each task order is shown below.
  - (1) Task Order Proposal Request (TOPR)
    - (a) The CO will issue a written TOPR and will forward it to all awardees unless one of the exceptions to the fair opportunity for consideration listed above in 3.2(a)(2) applies.
    - (b) The TOPR will include as a minimum the following information:
      - i. The due date for proposal submission (dependent upon type of TOPR as specified above).
      - ii. A description of the services, including minimum qualification requirements and specific ranking factors.
      - iii. The place of performance.
      - iv. The period of performance including the quantity required.
      - v. Any additional instructions for proposal submission not contained in this section.
      - vi. Any other information deemed appropriate by the CO.

(2) Proposal Submission

- (a) If an awardee is unable to submit a proposal, it must notify the CO in writing as soon as practicable. A brief written statement as to why the awardee is unable to submit a proposal is required. Failure to submit a task order proposal without sufficient justification may be considered as negative past performance information which may jeopardize the award of future task orders.
- (b) The contractor's task order proposal shall always be required to contain a price section and may be required to include a past performance or technical section. Certified cost or pricing data are not required for individual task orders. If required, the past performance and/or technical sections shall include the personnel and past performance information required by the TOPR.

(3) Task Order Award.

- (a) Upon completion of the TOPR evaluation, the CO will issue a task order to the contractor whose proposal is most advantageous to the Government considering the evaluation factors specified in the task order.
- (b) In the event issues pertaining to a proposed task order cannot be resolved to the satisfaction of the CO, the CO reserves the right to withdraw or cancel the proposed task order. In such event, the contractor will be notified, via letter or email, of the CO's decision and this decision shall be final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

(4) Commencement of Performance

- (a) Upon award, a task order will be transmitted to the contractor on a form SF-1449. Services ordered through a TO will generally be required to begin no later than 30 days after execution of the task order by the CO, unless otherwise specified in the TO.
- (b) Failure to begin performance within the time frame mentioned above may result in termination of the task order and reconsideration of the other task order proposals received in response to the TOPR. The Government reserves the right to terminate the contract and or TO for default if the contractor fails to begin performance.

F. Options

In accordance with FAR 17.2, TOs may contemplate the use of options. Inclusion of options at the TO level will be properly documented and approved in accordance with the FAR and agency procedures and will be clearly stated in the Task Order Proposal Request (TOPR). FAR 52.217-9 will be included in any TOs that include options.



## G. Invoicing

(1) All payments by the Government to the contractor will be made in accordance with 52.232-33, Payment by Electronic Funds Transfer – System for Award Management.

(2) Specific invoicing instructions will be specified at the TO level.

## H. On-Ramping/Off-Ramping

Contractors unable to perform the requirements as stated in a TOPR must submit a “no-bid” to the CO with a brief, yet specific, explanation. Repeated failure to provide a proposal or adequate rationale for failure to propose may result in off-ramping at no cost to the Government.

Contractors will be required to recertify small business status annually from the effective date of contract award. This will not automatically result in the off-ramping of a contractor that exceeds the size standard at that time; however, the Government reserves the right to do so at no cost to the Government.

The Government reserves the right to “on-ramp” additional contractors throughout the ordering period to ensure adequate competition. Should the Government exercise this right, a new solicitation with identical requirements, terms, and conditions will be issued to the Federal Business Opportunities (FBO). Awardees will be added to the pool of Integration contractors for future competitions. Contracts awarded via the “on-ramp” process will share in, but not increase, the previously established ceiling. The “on-ramping” process will not extend the ordering period.

“On-ramping” and “off-ramping” processes may occur independently and are not guaranteed as a result of the other. The decision to “on-ramp” and “off-ramp” is at the sole discretion of the Government.

## **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 (PWS)

### 1. BACKGROUND

The Veterans Health Administration (VHA) established the Product Effectiveness (PE) program office to perform various measurement assessments and analyses on specially selected health care programs, products, and processes to ensure they are effective and/or meet the needs of VHA stakeholders and ultimately provide business value to VHA.

PE measurement assessments are accomplished through five interrelated service domains along with the project integration domain. These five interrelated domains are defined as:

#### Benefits Realization Program

Assist VHA in achieving the maximum business value from investments through the independent identification, measurement, and analysis of business benefits through comprehensive program and project measurements.

#### Functional Review Program

Establish a collaborative quality gate and concurrence process throughout the System Development Life Cycle (SDLC) to help identify and prevent problems before they become prohibitively expensive, in both time and cost, to correct.

#### Customer Satisfaction Program

Collect, consolidate, and report customer satisfaction information on significant programs, projects, and products from VHA users to provide qualitative measurements to help facilitate the decision making process in improving the effectiveness of programs and products.

#### Lessons Learned Program

Increase the effectiveness of VHA programs, projects, and products by providing decision makers with valuable knowledge and information from previous and on-going program efforts and product implementation projects. This knowledge will support evidence-based decision making at all levels of VHA by providing guidance for future business investments.

#### Integration

Coordinates and facilitates the provision of multiple services to integrate the four (4) measurement programs within PE to provide an integrated service approach to PE's VHA stakeholders and utilizes various tools to ensure that internal (PE specific) and external (outside of PE) engagements also referred to as projects continue to progress in a timely manner.

The subject matter of the work described in the PWS involves measurements, findings, and recommendations related to the highest priority initiatives within the Department of Veterans Affairs to include the Department of Veterans Affairs (VA) Community Care initiative and other VA health care initiatives. As such, the results of the advisory and assistance produced via this contract, meaning the Contractor's findings and

recommendations, shall be developed using a rigorous process to ensure they are suitable to provide to senior program leaders, top-level agency leadership, and members of Congress to enable decision making. These decisions have a direct impact on the success of the mission and most importantly on the provision of health care services to Veterans.

This contract supports the administration of Integration engagements for the VHA PE Program. This Scope of Work describes services required to support the goals and objectives of the PE organization.

## **2. SCOPE OF WORK**

The VHA PE Program Office is establishing a contract for Integration services to coordinate the PE domain services (Benefits Realization, Customer Satisfaction, Functional Review, Lessons Learned) to minimize impact on engagement inter dependencies and ensure that projects continue to progress forward while providing a clear consolidated view of each project. These services will focus on healthcare related business processes investments, improvements and/or changes requiring measurement to identify realization of expected benefits from a business value perspective. The PE Integration program provides critical services on complex projects to ensure that all PE domains operate in unison and present a coherent and unified picture to the stakeholder. The PE Integration program obtains information from various sources, to include the Government domain Program Manager (PM) and SharePoint, and shall utilize multiple project management tools to capture and analyze data to monitor all of the PE engagements. This includes integrating and collaborating with multiple groups to produce unified outcomes from a business value perspective at an executive level.

PE Integration Services coordinate PE domain services to minimize impact and ensure engagements progress while presenting a consolidated view of PE domain activities to PE leadership. The Contractor shall inform the PE Leadership of all milestones, issues and risks that require escalation in an expedited and efficient manner. The Contractor shall perform this work in various work settings, to include clinical/healthcare delivery environments, administrative, operational and logistical environments. The Contractor shall perform analysis on various subject matters; this analysis may be used by the government to formulate recommendations which may inform decision making. The Contractor services shall not be used in performing work of a policy, decision-making, managerial nature, or used under any circumstances to aid in influencing or enacting legislation.

PE uses a rigorous process to conduct its assessments, which ultimately informs decision making by senior program leaders, top-level agency leadership, and members of Congress. These decisions have a direct impact on the success of the mission and most importantly on the provision of health care services to Veterans. The Contractor shall exercise critical thinking, perform deep analysis, provide comprehensive and detailed problem statements and hypothesis, and articulate the messaging of salient information at an executive level which includes Bottom Line Up Front (BLUF) information in plain language from a business value perspective.

The Contractor shall use strict project management principles by following the Project Management Book of Knowledge (PMBOK) and Project Management Professional

(PMP) best practices to expertly scope a project, plan a project, execute a project, monitor a project and close out a project. The Contractor shall also utilize the various knowledge areas of project management such as Integration, scope, time, cost, risks, quality, change control, human resources, and procurement of resources, communications and stakeholders to include the management of all items. The Contractor shall communicate complex subject matter findings regarding the business value of health care, workflow knowledge, and business rules in a clear and concise manner. The information provided by the contractor shall be utilized to inform decision makers and may have far reaching impacts on national programs such as the provision of health care services to all Veterans. It is imperative that the information provided is accurate and includes credible evidence based information. It is imperative that PE has the level of expertise that is needed to fulfill their mission. Due to the subject matter, both health care and business acumen experience is needed to perform requirements of the PWS, this includes communication, collaboration, identifying and documenting relevant information. The Contractor shall provide services to successfully initiate, plan, and execute projects, also referred to as Engagements. The Contractor shall perform the following:

- Inform the Government Integration PM of any project schedules or risks related to quality, time and/or scope.
- Identify key milestones, timelines, dependencies, and resource requirements to develop integrated project plan.
- Ensure that project plans, schedules, and milestones are aligned between all of the domains as appropriate and identify dependencies and risks along with actionable recommendations.
- Ensure the communication plan, project plan/schedule, risk registry, and change control will be used as tools to execute, monitor, inform and update engagements. At a minimum executing and monitoring shall be done daily.
- Gather and examine information from multiple stakeholders and sources. This shall include the following:
  - Interviews with the PE Director and PE domain PMs, all subject matter experts that would have information related to the project such as clinical, business, managerial and technical staff;
  - Databases;
  - Literature searches;
  - Industry best practices;
  - Reports;
  - Public information from websites and the clinical environment; and
  - Interviews with stakeholders who represent numerous work settings shall include clinical/health care delivery, Administrative, Operational, and Logistical environments;
- Develop and follow a detailed communication plan to disseminate information appropriately.
- Draft, manage (through the approval process), and obtain approvals on program charters and addendums.
- Ensure that projects continue to progress while individual domains focus on their domain specific tasks.

- Track the output from each of the domains, adjusting timelines as needed, ensuring that there are not any interruptions during the project.
- Provide cross-domain scope reconciliation to identify potential overlapping of integrated domain engagements.
- Communicate engagement status, risks, issues, and action items through periodic meetings with the stakeholders.
- Coordinate, consolidate, and organize data from a variety of sources into succinct and clear executive level documents from a business value perspective.
- Optimization of all reviews and assessments to ensure they are value-added, in alignment with current projects, program schedules, reviews and require minimal effort on the part of the participants.
- Create integrated reports that flow logically throughout the document and demonstrate critical thinking in understanding the business case and scope which is reflected in the findings and fact based actionable recommendations. The integrated reports are all inclusive, identify and cite sources, and are written in one voice from a business value perspective. This includes collaborating with the contributors and stakeholders to ensure salient points are captured, validated and messaging is accurately incorporated.
- Presentations<sup>1</sup> shall include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section a script shall be written for each of the slides, this will be used to walk the audience through the presentation and should be all inclusive to all salient points in conversational format.
- Provide the stakeholders with one point of contact rather than multiples from each domain. This allows communication to flow more smoothly and decisions to be made more efficiently.
- Consolidate and report the domain (Customer Satisfaction, Function Review etc.) findings and overall PE work accomplishments from a business value perspective with alignment to VA, VHA, Organizational Excellence (OE) and Quality, Safety, and Value (QSV) strategic initiatives messaged at the executive level.
- All final deliverables will be uploaded to the PE SharePoint site and tagged appropriately. Stakeholder facing final documents such as Executive Presentations, Final reports etc., shall also be formatted in PDF and shall include the actual name of the document in the cover page and the file name and shall be uploaded in the original format and PDF format into the PE SharePoint site as a stakeholder deliverable.

The subject matter of each Integration engagement will be chosen based on the needs of the PE program in its support of VHA Strategic Goals. Integration engagements are performed for PE with PE being the primary customer. PE will verify the quality of deliverables per the quality measures in the contract Quality Assurance Surveillance Plan (QASP). Integration engagements are supported by project stakeholders who are defined as a person or group who has a vested interest in the engagement subject matter (e.g. user working group members, subject matter experts, etc.) Stakeholders

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<sup>1</sup> Included in deliverables 5.1, 5.4, 5.9, 5.10, and 5.13

do not have the authority to determine if engagement processes and deliverables are deemed satisfactory. PE is the customer of this contract and PE determines if deliverables are of acceptable quality, not the engagement stakeholders.

### **3. PERFORMANCE DETAILS**

The following describes the performance details associated with this Indefinite Delivery Indefinite Quantity (IDIQ).

#### **a. PERFORMANCE PERIOD**

This IDIQ will be for a period of 60 months from date of award.

#### **b. PLACE OF PERFORMANCE**

Performance under this contract shall occur in the Washington D.C. Metropolitan area. The majority of the tasks under this PWS shall take place at the Contractor's site; however, some tasks may be performed at the Government's facilities. Occasional in-person meetings within the metro area are required at the Government PM's discretion. These meetings may take place at either Contractor or Government facilities. No work at any Government site will take place on Federal holidays or weekends, unless directed by the Contracting Officer (CO).

See Travel Requirements for additional performance locations.

#### **c. TRAVEL**

Travel shall be reimbursed in accordance with Federal Acquisition Regulations (FAR) 31.205-46 as well as Federal Travel Regulations. Travel shall be pre-approved by the Contracting Officer's Representative (COR) five business days advance. Each Contractor invoice shall include copies of all receipts that support the travel costs claimed in the invoice. Trip Reports shall be submitted to the COR within five business days after trip completion. General and Administrative (G&A) expenses are prohibited and will not be reimbursed.

Contractor travel within the local commuting area will not be reimbursed. Local travel within a 50-mile radius from the Contractor's facility or assigned Government provided facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility or Government assigned facility will not be reimbursed.

Travel costs are included as a separate, cost-reimbursable, "not to exceed" line item.

Quantities and locations of trips will be specified at the task order level. Since the place of performance is Washington, D.C. Metropolitan Area, travel funds shall not be used in place of performance, i.e., for personnel who are not stationed within this area.

#### 4. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

The Contractor shall be responsible for adhering to all pertinent VA standards as specified in the Integration PWS. Submission of deliverables shall be in accordance with the Integration PWS specifications.

Quality of deliverables shall follow the contract Quality Assurance Surveillance Plan (QASP) (Attachment B).

To successfully complete the requirements a sufficient amount of knowledge will be needed which will be obtained through a combination of meetings, review of documents and expert judgement for each of the deliverables.

**Assignment of Integration Engagements:** The PE Program Office supports many different VHA programs and initiatives that may be at various stages of completion. Each engagement will be assigned by the Government PM based on the needs of project subject matter selected. The Contractor shall review engagement stakeholders; scope, business value, and assessment approach strategy with the Government PM and PE Director and receive approval prior to commencing any engagement under the contract.

**Services and Deliverables:** The Contractor shall perform services in support of the program and develop associated deliverables. The Contractor shall provide the services and deliverables as described below and detailed within the Schedule of Deliverables within each task order under the IDIQ.

**Administrative Deliverables:** The Contractor shall update action items as a part of the weekly report. Action Items shall include the action, owner, due date, and status. There is no formal administrative deliverable required for meetings, though all meetings hosted and led by the Contractor shall include an agenda and written notes. These work products shall be included within the level of effort for the projects which they support.

Project Plan deliverables shall include all applicable elements of a complete Project Management Plan (PMP) based on The Project Management Body of Knowledge (PMBOK).<sup>2</sup> For Integration engagements the essential elements of a PMP include:

- Project Integration Management
- Scope Management
- Time Management
- Quality Management
- Communications Management
- Risk Management
- Change Control
- Stakeholder Management

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<sup>2</sup> A Guide to Project Management Body of Knowledge (PMBOK Guide) 5<sup>th</sup> Edition, 2013 Project Management Institute, Inc.



Some deliverables are considered to be “living” documents, which shall be created in the first sub-phase where the deliverable is required, and then the original deliverable is updated and delivered in subsequent sub-phases as additional deliverables, when applicable. For example, initially the Integration team shall incorporate the final project schedules from each government domain PM or from a specified SharePoint site as appropriate, then on a weekly basis will update the content with net new information from various methods to include domain weekly status meetings and stakeholder meetings. The initial and subsequent versions are considered drafts. The final as-executed project plan is considered the final. For such living documents, the Contractor shall maintain a single deliverable over the life of the project rather than having documents recreated for each sub-phase.

Note: The deliverables described are representative and will be further defined if necessary within task orders.

### **TASK 1 PE Program Roadmap, Methodology, and Scope Report**

Contractor key personnel shall meet with the PE Government PM at the beginning of the task order and outline expectations, discuss deliverables, and for the contractors to read specific historical PE report artifacts to understand what was best practice and lessons learned so they are up to speed before the first project is initiated.

#### **Deliverable 1.1: PE Program Roadmap, Methodology, and Scope Report**

The Program Roadmap, Methodology, and Scope report consists of review, research, and two all day in-person sessions between the contractor and VHA PE staff in which the Contractor will take detailed meeting notes and develop an understanding of expectations. The Contractor shall review specific historical PE reports to identify best practices and lessons learned, and perform research to become familiar with the previous work of PE. The Program Roadmap, Methodology, and Scope report deliverable shall be developed summarizing PE’s expectations, methodology, and scope along with identifying best practices, lessons learned, potential risks with mitigation strategy, and potential strategy for future projects. The Contractor shall demonstrate through the quality and accuracy of their products and the deliverable that they understand the different types of services that are required and provided for the slotted engagements in order to be successful. The Contractor shall include within the deliverable two Quick Fact reports from two PE historical reports to demonstrate its understanding of the content.

### **Task 2 Due Diligence**

During Due Diligence the contractor shall apply the subject matter of the slotting and conduct due diligence when the engagement is initiated. The objective of the Due Diligence is to document engagement information in sufficient detail to allow a future project charter to be created and justify a full engagement (i.e., continuation of the project). Due Diligence output shall answer the following key questions:

- Who are the project sponsors and stakeholders?
- What problem(s) or challenge is the project trying to solve?
- What are VHA’s choices?
- What will happen if we do nothing?
- How and when will we be able to measure success?

- Include the current industry standard and what needs to be done to close any gaps.

Due Diligence activities may include searching PE Lessons Learned content, literature searches, industry best practices, VA intranet and Internet searches, VHA directives, policies and procedures, Standard Operating Procedures, project supporting documentation and other applicable information that shall contribute valuable content to the Due Diligence. As part of the Due Diligence effort the Integration team will need to determine if there is relevant information from past PE assessments that can be leveraged to support current Integration efforts. The key to Due Diligence activities is to have a solid and comprehensive approach in place prior to meeting with subject matter experts.

Due Diligence also requires contractor interaction with potential stakeholders to collect and understand all relevant information required to develop a thorough understanding of the business case, or rationale for the engagement and the value to the enterprise of conducting the assessment. During this phase, the contractor shall gain an understanding of key objectives, goals, business needs, results to date, project risks and mitigation strategies, and benefit outcomes from pilot deployments (if applicable); in most cases, this will require interviews of subject matter experts and key stakeholders from various program offices, initiatives, and various work settings (e.g., clinical/health care delivery environment). The contractor shall verify assumptions, refine evaluation strategies, validate measurement plans, and/or pilot questionnaire content. The contractor shall facilitate, schedule, and document all meetings with program staff and potential stakeholders. It is anticipated that the Due Diligence will last no longer than two weeks.

### **Deliverable 2.1: PE Integrated Project Management Plan (PMP)**

This deliverable includes services required to perform due diligence for the engagement and a document which describes the engagement project in relation to the specific stakeholder supported by the engagement. The document deliverable will include all information needed to successfully initiate, execute, and complete the engagement. The scope needs to be the first thing defined in the PMP and shall include who, what, when, where, why, and how and shall include the Work Breakdown Structure (WBS). The scope is not just a statement but the full scope of the project to include parameters. The engagement needs to proceed effectively based on the scope of the project. This document provides the documented history of the Due Diligence phase, including the results of all tasks.

The Integrated Project Management Plan shall follow the Project Management Institutes (PMI) PMBOK<sup>3</sup> PMP and shall include the following: scope, requirements, time/schedule, quality management, human resource management, communication plan (high level), risk, and stakeholder management. It shall include details on stakeholders, lists and locations of all collected documentation, business case, engagement requirements, potential issues, dependencies, risk registry, change control document, and all other relevant information, including one or more Project Charter

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<sup>3</sup> A Guide to Project Management Body of Knowledge (PMBOK Guide) 5th Edition, 2013 Project Management Institute, Inc.

scope descriptions that reflect feasible approaches to the engagement. The Integrated Master Project Management Plan shall include the Communication Plan, Project Plan/Schedule, Risk Registry, and Change Control these tools will be used to perform the actions of executing, monitoring, informing and updating. At a minimum executing and monitoring will be done daily. The Contractor shall work with the program domain PM's to understand and create the PMP. This is a living document which will be updated throughout the integrated engagement.

The Contractor shall maintain a single deliverable over the life of the project, rather than having documents recreated for each sub-phase.

### **Task 3 Daily Collaboration Meetings**

This will provide the opportunity to meet at a set time each day to collaborate as needed. This could include but is not limited to communicating outstanding tasks, potential issues and risks and new information in regards to PE engagements on a daily basis with the Integration PM. This meeting is estimated to be a 20 minute meeting that occurs daily Monday-Friday.

### **Deliverable 3.1 Daily Checkpoint Dashboard and Report**

The Contractor shall create a Checkpoint dashboard that will capture all of the PE engagements in two views: 1) the planning phase, and 2) the execution phase.

The dashboard's planning view will include outstanding tasks, potential issues and risks, and net new information for PE engagements to include updating and informing. The dashboard's execution view will include outstanding tasks, potential issues and risk, and net new information for PE engagements to include executing, monitoring, informing, and updating of the project schedule, communication plans, risk registry, and change control. The dashboard and report on PE engagements shall be monitored daily.

The Contractor PM shall create the original Checkpoint Dashboard and then update it as needed on a daily basis and disseminate the information at a minimum of two hours prior to the daily meeting. A monthly report shall be written with a historical timeline and summary of the information that was communicated. The dashboards shall be submitted via SharePoint on a monthly basis with a notification of submission provided to the COR.

### **Task 4 Execute Integration Engagement**

The Contractor shall perform the tasks to actively execute the PE engagement. The objective of the Execute Integration Engagement is to complete the tasks necessary to initiate an integrated PE engagement focused on the business value of healthcare.

### **Deliverable 4.1: Program Charter and/or Addendum**

The Contractor shall create a Program Charter to be accomplished via addendums to an initial overall Program Charter. At a minimum, one addendum would be created along with the Program Charter unless only one engagement would ever be needed under the identified scope; this is not the norm. A high-level charter and/or addendum document defines how PE's service offerings will support the project sponsoring organization and establishes commitment expectations of cross-functional team

members. The objective, problem statement, purpose, scope and approach shall be clearly written. The charter milestones shall be defined and agreed upon by the sponsor. Potential project risks and mitigation strategies along with project sponsors and stakeholders shall be identified and documented. The Contractor shall insure that all required signatures from the engagement Executive sponsor(s) and PE have been obtained on the project charter and addendum to authorize the PE team to conduct the assessment.

#### **Deliverable 4.2: Integrated Master Project Management Plan and Schedule**

The Integrated Master Project Management Plan and Schedule will be initiated when four or more engagements having two or more domains per engagement have been identified up to 10 integrated engagements. The Integrated Master Project Schedule shall include actionable timelines for the following: decision points, key milestones and associated tasks, product deliverables, and site visits. The Integrated Master Project Management Plan and Schedule shall include any known dependencies for an engagement and identify and document dependencies related to the other PE engagements. This shall include dependencies where the Contractor relies on external information to complete the deliverables. Additional information will be included such as the business case, scope, critical success factors, potential issues, risk registry, change control documents, and locations of all collected documentation and all other relevant information.

The Contractor shall communicate any scheduling changes and potential risks when they become apparent to mitigate delays of engagement progression.

The Integrated Master Project Management Plan and Schedule is also a project schedule for the engagement sponsor which illustrates the addition of PE services to their own project schedule. This schedule is a rollup of all approved PE domain project schedules for a specific engagement; this data will be updated with information that is captured in various ways which include weekly domain status meetings and stakeholder meetings. This is a living document which will be updated with net new information throughout the integrated engagement.

#### **Deliverable 4.3 Multiple Integrated Project Management Plans and Schedules**

This deliverable shall be an all-encompassing document that is used as the basis for monitoring and executing a project and shall include PE engagements where two or more PE domains are involved with a single engagement. The Multiple Integrated Project Plan shall include the following: stakeholders, purpose, business case, scope, goals and objectives, communication plan, work breakdown structure, project schedule, dependencies, success criteria, assumptions, constraints, risks, mitigation strategy, and change control for the engagement. The Multiple Integrated Project Plan and Schedule shall include any known dependencies for an engagement and identify and document dependencies related to the other PE engagements. This shall include dependencies where the Contractor relies on external information to complete the deliverables. The communication plan, project plan/schedule, risk registry, and change control are tools that will be used to execute, monitor, inform and update throughout the project. This is a living document which will be updated throughout the integrated engagement depending upon changes to the project plan; this data will be updated with information that is captured in various ways which include weekly domain status meetings and stakeholder

meetings. Once four or more multiple Project Management Plan and Schedules are identified they will be added to the Integrated Master Project Management Plan and Schedule if ordered in the task order. The project management plans and schedules will come from the respective PE domain PM's and will be incorporated into the Integrated Master Project Management Plan and Schedule.

This is a living document which will be updated throughout the integrated engagement depending upon changes to the project management plan and schedule.

#### **Deliverable 4.4 Single Integrated Project Management Plan and Schedule**

This deliverable shall be an all-encompassing document that is used as the basis for monitoring and executing a project. This deliverable shall include engagements where only one of the PE domains is involved with a single engagement. The Single Integrated Project Management Plan and Schedule shall include the stakeholders, purpose, business case, scope, goals and objectives, communication plan, work breakdown structure, project schedule, dependencies, success criteria, assumptions, constraints, risks, mitigation strategy, and change control for the engagement. The Single Project Management Plan and Schedule shall include any known dependencies for an engagement and identify and document dependencies related to the other PE engagements. This shall include dependencies where the Contractor relies on external information to complete the deliverables.

This is a living document which will be updated throughout the integrated engagement depending upon changes to the project plan and schedule; this data will be updated with information that is captured in various ways which include weekly domain status meetings and stakeholder meetings.

#### **Deliverable 4.5 Integrated Master Milestone Schedule**

This deliverable shall be an all-encompassing document that is used as the basis for monitoring and executing a project. This deliverable shall include all PE engagements and shall show target dates for key milestones to include, but not limit to, stakeholder deliverables, site visits, and decision points. Key milestones will include enough interim checkpoint milestones to assist in identifying any major issues and variances so corrective actions can be taken. Any milestone spanning more than five days will be broken down. Milestones will have a logical flow and will include actionable timelines. This is a living document which will be updated throughout the integrated engagement; this data will be updated with information that is captured in various ways which include weekly domain status meetings and stakeholder meetings.

#### **Deliverable 4.6: Integrated Communications Plan**

This document provides a Communications Plan for executing all PE engagements, planning session logistics, coordination with other PE domains, and dissemination of lessons learned via products and publications, presentations, newsletters, and conference materials. The Communications Plan provides specific information for the program to use in planning and coordinating dissemination of findings to a wide audience. This includes documenting who things are communicated to, who will be communicating the information and who will be receiving the information, what will be communicated, where items are communicated, when things will be communicated, and why items are communicated. Anything that will go to the PE stakeholder needs to be in

the Communication Plan, this includes reports and documents and shall include the dates the documents are due. Documents are considered something that needs to be communicated. The Communications Plan shall be clearly written with salient information; issues and risks easily identified and brought to the reader's attention.

The Integrated Communication Plan shall be initially created and then updated with net new information on a weekly basis and delivered monthly; this data is captured in various ways which include weekly domain status meetings and stakeholder meetings.

**Deliverable 4.7: Integrated Risk Registry**

When a risk is identified, the likelihood that the risk event will occur needs to be determined. The Contractor shall quantify each risk factor and identify the impact that the risk would have on the engagements critical success factors. Once this is determined, then the risk will be prioritized by combining the likelihood and the impact. The Contractor shall document a response plan for each risk using one of the five risk responses options: avoidance, acceptance, monitor and prepare, mitigation, and transference. The Contractor shall continue to monitor the risk and watch for triggers to activate other planned responses.

The Integrated Risk Registry is a document that contains information about identified project risks (Red, Yellow and Green), analysis of risk severity and evaluations of the possible solutions to be applied. This will be proactively updated for all PE engagements on a weekly basis and delivered monthly.

**Deliverable 4.8: Integrated Change Control**

The Contractor shall work with PE Domain PM's to identify and document change controls as they are needed. Change Control requests are assessed for impact to other PE domains working on the same engagement and/or other PE engagement project schedules. The Change Control request shall document the change that is being requested and include a brief detailed summary to explain why the change is needed, the root cause of the change, and identify how it may impact other PE domains and/or engagements.

The Integrated Change Control document will be utilized for all PE engagements and shall contain identification, such as a change request number, requester information, change information (description and reason for change), impact assessment and status information. The Change Control request shall be evaluated and then approved, rejected or deferred by the PE Director. If the change could potentially impact the PE stakeholder, this change will be communicated to the stakeholder by the Integration PM who will facilitate the concurrence of the change between PE and the stakeholder. Project plans and schedules will need to be updated to reflect all accepted changes.

The Change Control document will be proactively updated for all PE engagements as needed and delivered monthly. Change Control requests should not occur on a frequent basis.

**Deliverable 4.9: Integration Management Tracker**

The Contractor shall create an Integration Management Tracker that will allow the PE program to clearly understand the progress and/or status of all PE engagements,

including all domains, by tracking various elements. The elements to track for each project shall include the following: engagement name, category, priority, summary, scope statement, primary point of contacts (within and external to PE), charter/addendum status, project plan status, internal and external dependencies, internal and external issues and risks, project stage, current activities, next activities, key milestones with dates, action items, change controls, and key accomplishments.

The tracker shall also include pipeline engagements; these shall include the following: sponsoring organization, business owner, key stakeholders, name of engagement, estimated timelines, potential scope, and brief summary of the engagement.

Completed engagements will be tracked and also include a summary that demonstrates PE's value to the engagement, value and impact to VA and all PE recommendations from the final report. This information will be obtained through attending PE internal and external meetings; for example, domain status meetings and stakeholder meetings. Information shall be captured with organized detailed notes which are shared with the respective PE domain. The information obtained during these meetings will provide the content and updates for the Integration Management Tracker.

It will be the responsibility of the Integration Contractor to understand the content of the meeting discussions to capture the salient information required. The Integration Management Tracker will include a way to flag potential issues and risks that will be raised as issues and risks are known. The Integration Management Tracker will be continuously updated with the latest information available, proactively updated weekly and delivered monthly.

#### **Task 5 Integration Site Visits**

The Contractor shall plan and track site visits, where there are two or more domains involved, to include reviewing interview questions with the PE Director and Domain PM's prior to setting up logistics and scheduling interviews. The Contractor shall ensure that probing questions; both 1) previously reviewed with the PE Director and Domain PM's, and 2) as a result of the site visit and/or question response are asked and is responsible for compiling organized notes from various domains to ensure they are presented in a comprehensive view. Charters and/or Addendums shall be signed before site visits occur. The Integration Site Visit Reports shall be in final form and include notes from the interviews, delineated by interviewee, department, and subject matter.

The Contractor may attend the site visit but will not be conducting the actual interviews, they will be observing to ensure that the data that needs to be known is being captured and documented through meetings and ensuring notes are being captured in a standardized manner.

#### **Deliverable 5.1: Integrated Site Visit Planning**

The Contractor shall develop a site visit planning report document that provides an Executive Summary of the project, including stakeholder information, business case, scope, goals, schedule, communications plan, interview questions, site visit guidelines, data collection, and analysis strategy. The site visit planning report shall require critical thinking to support acquiring required information focused on the business value of healthcare. The site visit planning report shall include all information needed to prepare

for a site visit. The site visit planning report shall also include a comprehensive and detailed problem statement and hypothesis; use case scenarios, process description(s) and workflow description of the current and future state as appropriate and created with input from the steering committee and user working group, a description of what is working well and opportunities for improvement, project goals, and current strategies to measure success.

The Contractor shall create a Communication Plan for the site visits, which will include the schedule of who is being interviewed, their department, job title, when they are interviewed, and the subject matter of the interview. Logistics will also be included, for example, conference room reservations and conference calls. The Communication Plan shall capture when entrance and exit briefs are scheduled to occur, who the briefs will be communicated to and if any additional updates/clarifications are needed following the meetings.

The Site Visit Planning Report shall include an Executive Summary Briefing that shall serve as the entrance briefing for site visits, kickoff presentation for the user working group, presentation for subject matter expert meetings and presentations to executive leaders. The Executive Summary Briefing shall be no longer than five pages/slides, written in a concise format intended for presentation to senior program leaders, top level agency leadership and members of Congress and articulates the messaging of salient information at an executive level which includes BLUF information in plain language from a business value perspective and enough of the analysis to be deemed credible.

#### **Deliverable 5.2: Integrated Site Visit Report**

Once a site visit concludes, the Contractor shall gather data from the appropriate Domain(s) within two weeks to create the Integrated Site Visit Report. This report shall concisely state the objectives of the site visit; include the methodology (e.g. how many personnel interviewed, number of clinics/departments) and, provide details that will enable future understanding of the processes and detailed outcomes of the visits (e.g. provide enough details to make the reader feel that they were at the site visit); this includes identifying the interviewee's and linking their department, duties, and subject matter. The report will verify that all items from the site visit plan were executed, to include: interviews conducted; questions asked; and intended information captured. Various interview notes will be aggregated, analyzed and summarized into a comprehensive synopsis and will be included in the Integrated Site Visit Report. This may involve talking with the site visit participants after the site visit to fill in any gaps of information.

#### **Task 6 Executive Engagement Presentations and Reports**

The Contractor shall aggregate various documents from domains and analyze the information to create the following deliverables. The Contractor shall collaborate with all involved PE Domain PMs that information was articulated correctly throughout the presentations and reports.

#### **Deliverable 6.1: PE Integration Executive Presentation**

A presentation-style document that provides a BLUF executive summary in a business value perspective for each integrated stakeholder project engagement, including stakeholder information, scope, approach, goals, accomplishments, schedule, and other



relevant information as well as presentation of the information during stakeholder meetings. The Contractor shall collaborate with all involved PE Domain PMs to ensure that information was articulated correctly throughout the presentation. Presentations shall include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section, a script shall be written for each of the slides, to walk the audience through the presentation and should be all inclusive to all salient points in conversational format.

**Deliverable 6.2: PE Integration Management Reports**

The Contractor shall create a BLUF Management Report document of 15-25 pages in length, as well as a white paper document which provides information to VHA leadership on specific, high-interest topics. The Management Report shall be a detailed report and the white paper shall be written in a more concise manner. The Management Report analyzes the topic, provides evidence and data to support conclusions. Sources are identified and referenced, as well as recommendations for action to improve the agency's results based on the topic. The information within this report supports the information provided within the white paper.

**Deliverable 6.3 Sponsor Briefing**

A presentation-style document written at an executive level that provides an executive summary of the engagement, including: stakeholder information, purpose, scope, goals, accomplishments, schedule, sponsor value proposition for the engagement, and other information relevant to the project engagement/phase, as well as presentation of the information during sponsor meetings. The presentation will include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section, a script shall be written for each of the slides. This will be used to walk the audience through the presentation and should be all inclusive to all salient points in conversational format.

**Deliverable 6.4 Integrated Report of Findings**

The Contractor shall create an Integrated Report of Findings written at an executive level in a clear and concise manner from a business value perspective with the BLUF for the engagement stakeholders. The Integrated Report of Findings shall include the following: purpose, executive summary, key findings, engagement results and alignment to engagement scope, and recommendations from all involved PE domains, organized by subject matter (rather than domain specific), as well as presentation of the information during sponsor and or stakeholder meetings. This document is produced working in collaboration with the PE domains, and uses artifacts from each domain (provided by the PE domain PM), as appropriate, as input to the technical content.

**Deliverable 6.5: Quick Facts**

The Contractor shall create a separate one page stand-alone document known as a "Quick Facts". The Contractor shall review specific final approved reports or other similar reports within the government and executive summaries to create "Quick Facts" documents that are written clear, concise and from a business perspective to communicate key findings and recommendations in one to two pages with the understanding that the audience is very senior, to include the Under Secretary of Health. To accomplish this, the Contractor shall analyze and understand current and/or

past specific reports. The Contractor shall upload the final Quick Facts document in the original format and PDF format into SharePoint.

**Deliverable 6.6 - Meeting Action Reviews Facilitation and Documentation of PE Project Meetings, Weekly Report, and Recap Meeting.**

Meeting Action Review (MAR) services provide facilitation service to document discussions during PE project meetings focused on mutual understanding between the project leaders and project teams. This service requires the MAR facilitator to be knowledgeable and cognizant of ongoing PE project engagements and to serve as a neutral third-party during these discussions to identify gaps in understanding, document any gaps, and identify follow-up action items to achieve mutual understanding of planned expectations and outcomes. The contractor shall provide a weekly directory of meetings facilitated, documentation of those meetings, and an analysis of MAR reports to advise PE PM's on risks and issues and recommend corrective actions.

Weekly MAR Facilitation and Documentation of PE Project Meetings, Weekly report and Recap Meeting: Attend, document, and facilitate PE project-related meetings. Provide a weekly report, a one-page summary of each meeting facilitated using the most recent MAR summary template and a summary of the prior week's meetings. These are not meeting minutes, but rather documentation of understanding of expectations, goals, and outcomes of the meetings with action items to achieve mutual understanding. Meeting minutes are the responsibility of the meeting owners.

**Deliverable 6.7: Weekly Status Report**

This deliverable is a weekly report of status of all PE engagements which shall be summarized to include executing, monitoring, updating, and informing of the project schedule, communications plan, risk registry and change control. This shall include key milestones with dates and accomplishments, and shall include engagement business case, scope, actions, internal and external dependencies, issues, and internal and external risks. This report shall serve as the agenda for the weekly Integration status meeting, updated with the latest information available, and disseminated 24 hours prior to meeting participants. This report shall also contain a table of the awarded Task Phases and Deliverables listing their status (assigned/unassigned) as well as the sponsor engagement assigned. The deliverables consist of a weekly status report (rolled up monthly) and applies to all PE engagements. The Contractor shall ensure that there is appropriate Integration participation during the weekly status meeting to provide status on all PE engagements in real time.

**Deliverable 6.8: Monthly Accomplishments Report**

The Contractor shall create a Monthly Accomplishment Report that will document all of PE's work accomplishments from a business value perspective, showcasing the impact and value that was provided to VA and/or VHA and reflects the alignment to the VA, VHA, OE and QSV strategic initiatives messaged at the executive level. All relevant, salient information will be included in the Monthly Accomplishment Report. The accomplishments shall align with the appropriate topics and/or initiatives and include value and impact statements. This information will be uploaded in the PE Accomplishment Share Point site in real time and aggregated monthly to produce an executive level presentation. The Monthly Accomplishment Report presentation will be written at an executive level with BLUF information and include salient points. The

Monthly Accomplishment Report presentation shall include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section, a script shall be written for each of the slides which will be used to walk the audience through the presentation and should be all inclusive to all salient points in conversational format.

**Deliverable 6.9: Additional Meetings**

Additional Meetings will be assigned by the PE Program Office and are in addition to the normal meetings that would occur to satisfy any of the deliverables within the task Order. Additional meetings could be with the PE Program Office and/or stakeholders depending on the need. These are additional meetings that may not be known as the time an engagement is initiated, or that are not specified as being needed for a specific deliverable. This task does not include any meetings required by Attachment B QASP to discuss performance or deliverable quality. Additional Meetings shall include meeting agendas, minutes, action item lists, checklists, presentations, memoranda, raw data, reference materials, and other like documentation produced to support the meetings. Organized meeting notes will be shared with the appropriate PE domain program managers. The presentation will include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section a script shall be written for each of the slides which will be used to walk the audience through the presentation and should be all inclusive to all salient points in conversational format.

**Deliverable 6.10: Engagement Self-Assessment**

The Contractor shall create an all-inclusive compilation that includes highlighting the qualitative and quantitative outcomes of all PE engagement key accomplishments and value and impact statements that align with VA/VHA/OE/QSV/PE strategic initiatives and/or specified topics such as business alliance, business mastery, people, process, and technology. The Engagement Self-Assessment should be written at a level that could be shared with VHA leadership. Each PE engagement, no matter if internal, external, integrated or a single project will be captured. There may be times when accomplishments may align with all of the topics and when they may only align with a few topics. A separate working spreadsheet will be created to capture the monthly topics that were aligned and to provide justifications for topics that were not aligned. Data will be rolled up and submitted bi-monthly (every two months).

This deliverable is a self-assessment of PE's engagement key accomplishments, based on planned and realized value of the engagement to the sponsor. This deliverable shall demonstrate the objective and subjective value of the Integrated Engagement to the sponsor. This shall include assessment of planned versus actual value of the engagement from the sponsor's perspective and illustrate the return on investment to VHA for the PE Program.

**Deliverable 6.11 PE Final Artifacts, Sponsorship and Engagement Tracker**

This tracker will shall include the following views: internal and external sponsor facing final documents produced by PE; summary of all PE engagements by VA sponsoring organization and the PE domains that participated along with the total count of final artifacts that were delivered to the sponsoring organization by PE domain; fully signed PE charters and/or addendums by sponsor and domain; pie chart of PE's sponsoring organizations that shows the total percent of final artifacts that were completed for each; program/initiatives that include the total number of final artifacts by sponsoring organization, total number of final artifacts by engagement that were produced by each PE domain; and summary of engagements that include the PE domain, engagement type, engagement name, start date of project, end date of project, sponsor name, sponsor organization with the total number by PE domain that reflect number of completed or in progress per Fiscal Year.

This tracker shall be initially created and then updated monthly with net new information. This data will be updated with information that is captured in various ways which include weekly domain status meetings and stakeholder meetings.

**Deliverable 6.12 PE Newsletters**

The Contractor shall write and submit content containing PE findings and recommendations as suitable for use in program and department internal newsletters and submit the PE Newsletter content two times per month. To disseminate the information, the contractor shall write the content in two formats: 1) in a traditional newsletter format that can be uploaded to the PE Intranet site; and 2) in the form of a presentation written for executive leadership. The presentation will include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section, a script shall be written for each of the slides which will be used to walk the audience through the presentation and should be all inclusive to all salient points in conversational format. References will be cited in the presentation. This data will be captured in various ways which include monthly accomplishments, weekly domain status meetings and stakeholder meetings.

The newsletter shall align with the QSV Strategic Communications, and in conformance with VA Communications guidelines to ensure that Newsletters is compliant with VA standards.

**Deliverable 6.13 Weekly Summary of Health Care News Articles and Monthly Presentation**

The Contractor shall provide a weekly summary of a minimum of twelve health care news articles with sources identified. For example, VA, access, scheduling, patient safety, interoperability, breaking news in health care, health care trends, mergers, new technologies, etc. The Contractor shall provide a monthly discussion session for PE PM's which includes a presentation that shall include the historical timeline of highlights from the current month's weekly summary and include trending that is identified throughout time. The presentation will include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section, a script shall be written for each of the slides which will be used to walk the audience through the presentation and should be all inclusive to all salient points in conversational format. References will be cited in the presentation.

The weekly summary of articles will be used to create the monthly presentation that will be presented to PE Domain PM's and Leadership and will include the accumulated content. The weekly summary of articles and monthly presentation will be delivered monthly.

**Deliverable 6.14 Conference Planning Report**

Conference planning is essential; it builds the foundation upon which the conference is executed. As part of the conference planning strategy, the Contractor shall identify and document the conference subject matter, audience, and purpose along with the value that will be achieved by attending and speaking at the conference. The Contractor shall identify and document who the participants will be, key milestones and tasks that need to occur, along with identifying and documenting how the conference will be managed. The Contractor shall create a Conference Planning Report which documents in detail the process, requirements, timelines, and logistics needed to submit proposals and or applications to participate as a speaker at a specific conference, e.g., American Public Health Association (APHA), HealthCare Information and Management Systems Society (HIMSS), etc. The Conference Planning Report will also document in detail requirements of the conference presentation, speaker responsibilities, key points of contact, and include as attachments examples of previously published presentations for the specified conference as they are available. The Contractor shall collaborate with the speaker throughout the planning to ensure that all relevant items are captured.

**Deliverable 6.15 Conference Presentations**

The Contractor shall create a variety of Conference Presentations that may include the following formats: lecture, educational, panel, symposium, etc. Specific subject matter areas will be identified in the task Order. The Conference Presentations shall be written in conference style format for a large health care audience, e.g. APHA, HIMSS, etc., Conference Presentations shall include notes for the speaker on each slide to reflect the value of the subject matter and why it is being presented and how it aligns to VA/VHA/OE/QSV/PE initiatives as applicable. Within the note section, a script shall be written for each of the slides, to walk the audience through the presentations and should be all inclusive to include all salient points in conversational format. The Contractor shall include recommended talking points and technical content, then provide logistical assistance for documentation and approval via the agency process for submission of content and obtain Departmental approval. The Contractor shall also prepare draft and final text and discuss with the PE Program Office and Speaker. Presentation materials in support of conferences shall include printed Conference Presentations and reference materials. The Contractor shall become familiar with the subject matter through reviewing final reports, informational meetings, and interviewing PE Program Office stakeholders. The Contractor shall review VA Communications guidelines and the QSV strategic communications plan to ensure the content is compliant with VA standards.

The Conference Presentations deliverable shall include the following categories which is based on the number of Conference Presentations that will be produced, they will be categorized by high, medium and low. High will include up to 6 presentations, medium will include 2-4 presentations and low will include 1-2 presentations.

**Deliverable 6.16 Post Conference Presentation Report**

Following the conference, feedback on presentations will be available from various sources which include feedback and evaluations from the conference, PE Director, PE Domain PM's, VHA attendees, and Internet sites. The Contractor shall review the feedback and perform analysis to create the Post Conference Presentation Report which shall provide a comprehensive summary of the feedback and show if content was understood, well received where there are trends and recommendations for improvement.

**Deliverable 6.17 Integration Meeting Facilitation**

The Contractor shall facilitate and coordinate a two (2)-day meeting of PE team members, including all meeting materials such as agenda, minutes, action items, and meeting logistics. Meeting agendas and logistics shall be provided to the PE domain PM one week prior to the Integration Meeting Facilitation date. Detailed meeting minutes and action items shall be provided to the PE domain PMs. Subject matter will be defined in the task Order.

**5. SCHEDULE OF DELIVERABLES:**

The Contractor shall create specific deliverables for the purposes of administering, documenting, reporting, analyzing, and communicating the results, and to support continuous process improvement. Interim and final deliverables shall be created to inform executive leadership and shall be articulated and messaged with salient information to include BLUF information from a business value perspective. Many deliverables are used as building blocks to other deliverables; therefore, it is imperative that deliverables are executed successfully in a timely manner so as to not to delay the engagement.

The Contractor shall submit all deliverables described in accordance with the PE Integration Services PWS in final form on the agreed due date. The Contractor shall upload and tag all deliverables onto the specified SharePoint site and send an email notification to the COR, PE Director and PE Integration PM listing all completed deliverables and a link to their location. The Government will have ten business days to review submitted deliverables before deeming them accepted or not accepted with comments to explain the reason for non-acceptance. Any feedback regarding deliverables, including final acceptance, will be provided from the COR to the contractor. The Contractor will then have five business days to make appropriate updates and resubmit the deliverable to the COR for Government review. The Government will have five business days from resubmission of a deliverable to review and determine acceptance, non-acceptance or rejection. The business day count will begin on the same day if the deliverable is submitted before 12:00pm ET; otherwise the following business day will begin day one. Reference the QASP (Attachment B) for further information regarding nonconformance to performance objectives. 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 and/or an acronym listing.

The deliverables shall be written clear and concise from a business value perspective. These documents shall be written at the executive level that could be presented to VA senior program leaders, top level agency leadership and members of Congress. Statistical and other technical terminology shall not be used without providing a glossary of terms and/or an acronym listing.

The Contractor shall be responsible for adhering to all pertinent VA standards as specified in the PE Integration Services PWS. Submission of deliverables shall be in accordance with the PE Integration Services PWS specifications. Some deliverables will not be assigned unless the final documents are available.

a. Deliverables are outlined in the below schedule.

<b>Deliverable</b>	<b>Description or Reference</b>	<b>Due Date</b>
<b>1.1</b>	PE Program Roadmap, Methodology, and Scope Report and Quick Fact Reports	Due six weeks after the start of the task order.
<b>2.1</b>	PE Integrated Project Management Plan	Due four weeks after assigned then updated weekly with net new information to include date changes. Invoicing will be accessible after six weeks of additional updates.
<b>3.1</b>	Daily Checkpoint Dashboard and Report	Due: Daily (Monday-Friday) meeting will be no more than 15 minutes and document will include net new information including date changes, this will be rolled up monthly and will include the monthly report.
<b>4.1</b>	Program Charter and/or Addendum	Due four weeks from start of engagement or prior to any site visit, whichever comes first.
<b>4.2</b>	Integrated Master Project Management Plan and Schedule	Due Weekly after assigned updates with net new information to include date changes and rolled up each month this is a living document that will be delivered quarterly.
<b>4.3</b>	Multiple Integrated Project Management Plan and Schedule	Due Weekly after assigned updates with net new information to include date changes and rolled up each month
<b>4.4</b>	Single Integrated Project Management Plan and Schedule	Due Weekly after assigned updates with net new

<b>Deliverable</b>	<b>Description or Reference</b>	<b>Due Date</b>
		information to include date changes and rolled up each month
<b>4.5</b>	Integrated Master Milestone Schedule	Due Weekly after assigned updates with net new information to include date changes and delivered monthly.
<b>4.6</b>	Integration Communication Plan	Due weekly after assigned and rolled up each month
<b>4.7</b>	Integrated Risk Registry	Due weekly after assigned and rolled up each month
<b>4.8</b>	Integrated Change Control	Due weekly after assigned and rolled up each month
<b>4.9</b>	Integrated Management Tracker	Due one week after assigned then updated weekly and rolled up monthly. Updates with net new information to include date changes.
<b>5.1</b>	Integrated Site Visit Planning	Due two weeks prior to site visit
<b>5.2</b>	Integrated Site Visit Report	Due two weeks after completion of site visit
<b>6.1</b>	PE Integration Executive Presentation	Due three weeks after assigned.
<b>6.2</b>	PE Integration Management Report	Due three weeks after assigned
<b>6.3</b>	Sponsor Briefing	Due two weeks after assigned
<b>6.4</b>	Integrated Report of Findings	Due four weeks after assigned
<b>6.5</b>	Quick Facts	Due four weeks after assigned
<b>6.6</b>	Meeting Action Reviews	Due the first business day of each week and rolled up monthly. One Meeting Action Review equals 20 facilitated and documented meetings and includes the report and recap meeting.
<b>6.7</b>	Weekly Status Report	Due one week after assigned then updated weekly with net new information and dates, rolled up monthly.
<b>6.8</b>	Monthly Accomplishment Report	Due one week after assigned then updated weekly and rolled up monthly.
<b>6.9</b>	Additional Meetings	Rolled up monthly.



<b>Deliverable</b>	<b>Description or Reference</b>	<b>Due Date</b>
<b>6.10</b>	Engagement Self-Assessment	Due bi-monthly (every other month)
<b>6.11</b>	PE Final Artifacts, Sponsorship, and Engagement Tracker	Due two weeks after assigned then monthly
<b>6.12</b>	PE Newsletters	Due two times a month and will be due five business days after requirements are provided.
<b>6.13</b>	Weekly Summary of Health Care News Articles and Monthly Presentation	Due one week after assigned then updated weekly and delivered monthly.
<b>6.14</b>	Conference Planning Report	Due four weeks after assigned.
<b>6.15A</b>	Conference Presentations-High	Due twelve weeks after assigned.
<b>6.15B</b>	Conference Presentations-Medium	Due eight weeks after assigned.
<b>6.15 C</b>	Conference Presentations-Low	Due four weeks after assigned.
<b>6.16</b>	Post Conference Presentations Report	Due four weeks after assigned.
<b>6.17</b>	Integration Meeting Facilitation	Due one week after completion of meeting.

## 6. Quality Control

The Contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QC program provides assurance that work complies with requirements of the individual contract. As a minimum, the Contractor shall develop QC procedures addressing the areas identified in this PWS and the QASP. After acceptance of the QC plan, the Contractor shall receive the CO's acceptance in writing of any proposed change to Contractor's QC system.

Performance Standards define required performance for specific tasks. The Government performs surveillance to determine if the Contractor exceeds, meets or does not meet these standards.

- a. **Methods of Surveillance:** Various methods exist to monitor performance. The COR shall use any or several of the surveillance methods listed below in the administration of this QASP.
  - **100% Inspection (evaluates all outcomes)** - Each month, the COR shall review all of the Contractor's performance/generated documentation and document results accordingly. This assessment shall be placed in the COR's QA file.

- Random Sample - The COR shall review a random sampling of the Contractor's performance/generated documentation and document your results accordingly. This assessment shall be placed in the COR's QA file.
  - Validated Customer Complaint or Validated Below Average ALP in a Specific Area - Each month, the COR shall review the Contractor's performance/generated documentation corresponding to a validated customer complaint or validated inability to perform in accordance with the ALP in a specific area and document your results accordingly. This assessment shall be placed in the COR's QA file.
- b. Frequency of Measurement: During task order performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed, and at a minimum shall be twice a year.

Performance Standards: see QASP, Attachment B.

Acceptable Performance: The Government shall document acceptable performance in accordance with the QASP – Performance Standards. Any report may become a part of the supporting documentation for any contractual action.

Unacceptable Performance: When unacceptable performance occurs, the COR will inform the Contractor and the Contracting Officer and document the COR task order file. This will normally be in writing, unless circumstances necessitate verbal communication – in which case a summary of the communication will be transcribed for the COR file. When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR). The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will clearly state how long after receipt of the CDR the Contractor has to present a corrective action plan to the COR. The COR will present the CDR to the Contractor's Project Manager and the Contractor's representative shall acknowledge, in writing, receipt of the CDR.

The Government will review the Contractor's corrective action plan to determine acceptability and relay this information to the Contractor. Acceptance of a corrective action plan by the Government will be provided in writing, and will specify timelines and a verification/acceptance process by which the Government will confirm or reject the correction of the deficiency. All CDRs will be documented in the task order file and may become a part of the supporting documentation for any contractual action deemed necessary by the Contracting Officer.

## 7. Key Personnel

All personnel shall link to the requirements of the PWS. Skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this effort. These are defined as individuals crucial to the successful performance of the orders issued and the programs being supported by those orders and are those persons identified as key personnel in accordance with solicitation requirements.

Key Personnel shall be specified at the task order level. The Contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without prior notification to the Contracting Officer.

Résumés shall demonstrate qualifications listed below and link to the requirements of the PWS. The following definitions are the minimum requirements for each labor category. Additional guidance may be provided in the individual task orders as necessary.

**Integration Program Manager:** Qualifications: Master's in Business Administration or higher in Government Administration, Health Administration or in Public Health or equivalent and a minimum ten (10) years of experience leading health care-related projects in a large multi-hospital system with a similar scope and impact. Equivalent is defined as a Bachelor's degree plus an additional six (6) years of experience above and beyond the minimum ten (10) year requirement. In addition the Integration Program Manager shall have knowledge and skills in the following areas:

- Serving as single point of contact and responsible program manager for all contract services and deliverables.
- Ensuring projects are planned and managed in accordance with accepted project management principles.
- Ensuring all services and deliverables meet content, quality, and timeliness expectations.
- Responsible for leading a contractor's quality management program.
- Proactively managing risks and resolving issues cooperatively.
- Ensuring that all services and deliverables are focused on the agency and program mission and that all analysis and recommendations are backed up with solid data and analysis to support them.
- Managing contractor personnel resources to ensure the correct expertise and resources are available to meet the contract requirements and that contractor efforts are coordinated within the contract team, with the government project team and stakeholders, and with other companies providing support to VA.
- Providing direction, guidance, mentorship, and problem solving to the contractor team members.
- Develop and implement procedures internally to ensure that government expectations are successfully met. This includes deliverables being produced with quality in a timely manner.
- Reference the PWS and QASP along with expectations that are communicated by the program office. This will be to prevent and make sure non-recurrence of defective services.
- Experience includes the ability to collaborate with others and understand the breadth and depth of the information that needs to be articulated into a document in a logical manner from a business value perspective and be understood at an executive level. This included understanding the content and context.
- Drives the creation of a documentation methodology and framework and maintains proper methodology for purposes of consistency and efficiency, prepare and/or maintain documentation pertaining to programming, systems operation and user documentation, translate business specifications into user documentation.

- Works with multiple team members at all levels of the organization.
- Responsible for working with project teams, stakeholders and supports multiple projects.

**Integration Senior Project Manager: Qualifications:** Master's Degree in Business or equivalent experience. Equivalent experience is defined as a Bachelor's degree and eight (8) years of specialized experience in addition to other time requirements listed below; Possess Current Project Management Professional (PMP) certification or equivalent such as the Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) and a minimum ten (10) years of experience managing health care-related projects in a large multi-hospital system with a similar scope and impact. In addition the Integration Senior Project Manager shall have knowledge and skills in the following areas.

- Operate in a centralized and coordinated manner to provide continuity over the lifecycle of a project that includes multiple groups.
- Expert in seeking out, identifying and documenting project scope.
- Projects are on schedule and adhere to scope requirements.
- Projects include executing, monitoring, updating and informing of the project schedule, communications plan, risk and change control.
- Coordinate, consolidate and organize data from variety of sources into succinct and clear executive level documents from a business value perspective.
- Projects are planned and managed in accordance with accepted project management principles.
- Participate in strategic and tactical planning and execution of projects.
- Proactive in managing risks and resolving issues cooperatively.
- Services and deliverables are focused on the agency and program mission and all analysis and recommendations are backed up with solid data and analysis to support them.
- Serve as a SME on project management of healthcare systems consisting of multiple medical facilities providing a full suite of inpatient and outpatient services to a large and diverse patient population.
- Develop and implement procedures internally to ensure that government expectations are successfully met. This includes deliverables being produced with quality in a timely manner.
- Reference the PWS and QASP along with expectations that are communicated by the program office. This will be to prevent and make sure non-recurrence of defective services.
- Experience includes the ability to collaborate with others and understand the breadth and depth of the information that needs to be articulated into a document in a logical manner from a business value perspective and be understood at an executive level. This included understanding the content and context.
- Drives the creation of a documentation methodology and framework and maintains proper methodology for purposes of consistency and efficiency, prepare and/or maintain documentation pertaining to programming, systems operation and user documentation, translate business specifications into user documentation.
- Works with multiple team members at all levels of the organization.
- Responsible for working with project teams, stakeholders and supports multiple projects.

**Integration Project Manager:** Qualifications: Master's Degree in Business or equivalent experience. Equivalent experience is defined as a Bachelor's degree and six years of specialized experience in addition to other time requirements listed below; Possess Current Project Management Professional (PMP) certification or equivalent such as the Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) and a minimum ten (10) years of experience managing health care-related projects in a large multi-hospital system with a similar scope and impact.

In addition the Integration Project Manager shall have knowledge and skills in the following areas:

- Operate in a centralized and coordinated manner to provide continuity over the lifecycle of a project that includes multiple groups.
- Expert in seeking out, identifying and documenting project scope.
- Projects are on schedule and adhere to scope requirements.
- Projects include executing, monitoring, updating and informing of the project schedule, communications plan, risk and change control.
- Coordinate, consolidate and organize data from variety of sources into succinct and clear executive level documents from a business value perspective.
- Projects are planned and managed in accordance with accepted project management principles.
- Participate in strategic and tactical planning and execution of projects.
- Proactive in managing risks and resolving issues cooperatively.
- Services and deliverables are focused on the agency and program mission and all analysis and recommendations are backed up with solid data and analysis to support them.
- Serve as a SME on project management of healthcare systems consisting of multiple medical facilities providing a full suite of inpatient and outpatient services to a large and diverse patient population.
- Develop and implement procedures internally to ensure that government expectations are successfully met. This includes deliverables being produced with quality in a timely manner.
- Reference the PWS and QASP along with expectations that are communicated by the program office. This will be to prevent and make sure non-recurrence of defective services.
- Experience includes the ability to collaborate with others and understand the breadth and depth of the information that needs to be articulated into a document in a logical manner from a business value perspective and be understood at an executive level. This included understanding the content and context.
- Drives the creation of a documentation methodology and framework and maintains proper methodology for purposes of consistency and efficiency, prepare and/or maintain documentation pertaining to programming, systems operation and user documentation, translate business specifications into user documentation.
- Works with multiple team members at all levels of the organization.
- Responsible for working with project teams, stakeholders and supports multiple projects.

**Subject Matter Expert:** Performs tasks requiring a recognized level of expertise in a specified subject area.

Qualifications: Master's Degree in Business and a minimum ten (10) years of experience in health care related projects in a large multi-hospital system with similar scope and impact to the PWS requirements.

**Senior Program Analyst:** Performs tasks requiring planning and evaluations related to large scale programs. Tasks may include supporting strategic planning, integrated master scheduling, event planning, metrics, and risk management.

Qualifications: Bachelor's Degree in Business and a minimum eight (8) years of experience in health care related projects in a large multi-hospital system with similar scope and impact to the PWS requirements.

**Consultant II:** Provides specialized skill in a limited set of areas to support an agency with a particular business need and works with the agency staff to understand issues of concern and design solutions based on customer needs and technical considerations.

Qualifications: Bachelor's Degree in Business and a minimum four (4) years of experience in health care related projects in a large multi-hospital system with similar scope and impact to the PWS requirements.

**Management Analyst:** Performs tasks requiring delivery of analysis and advice for management regarding the evaluation of the effectiveness and efficiency of large scale programs and operations. Tasks may include conducting organization studies that specifically assess and analyze current organization states and management systems; performing gap analyses of differences between current and targeted states; documenting and delivering findings and recommendations.

Qualifications: Bachelor's Degree in Business and a minimum four (4) years of experience in health care related projects in a large multi-hospital system with similar scope and impact to the PWS requirements.

## **Other Labor Categories**

Other labor categories include categories as specified either in task order language by the Government or proposed by a contractor and accepted by the Government, that exist in the commercial market and are not otherwise specified in the Performance Work Statement, but that are categorically related to this procurement.

## **8. GENERAL EXPERIENCE REQUIREMENTS**

Contractor staff shall be fully qualified and have the level of experience necessary to accomplish the requirements of this PWS.

The Contractor shall be acceptable to the Government in terms of personal and professional conduct, and in technical knowledge. Furthermore, Contractor personnel are expected to be proficient using office automation equipment and software, and have

excellent written and sufficient verbal communication skills to support VA. Should any Contractor personnel be determined to be unacceptable in terms of technical competency or unacceptable personal conduct while on-site or while working on contract activities, the Contractor shall immediately remove and replace the unacceptable on-site personnel at no additional cost to the Government. Contractor personnel are to serve in a support role; final decisions regarding VA business will always be made by Government personnel.

**Substitution of Key Personnel:** All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COR and the CO within a reasonable timeframe (i.e., ten business days for a non-emergency replacement and two business days for emergencies) and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete résumé for the proposed substitute, and any other information requested by the CO necessary to approve or disapprove the proposed substitution. New personnel shall not commence work until all necessary security requirements have been fulfilled and résumés provided and accepted. The COR and the CO will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing. Any substituted personnel shall have the equivalent or better education, experience, and credentials than the personnel they may replace, subject to VA review and approval.

The Contractor shall ensure that prior to key personnel substitution there has been a knowledge transfer between the key personnel being off-boarded and the key personnel being on-boarded.

The Contractor shall be responsible for managing and overseeing the activities of all contractor personnel, as well as subcontractor efforts used in performance of this effort. Contractor management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the or PWS.

The parties agree that no communications or interactions between VA and the contractor, its officers, employees, or agents may be recorded without prior written consent of all participants of the communication.

## **9. ORGANIZATIONAL CONFLICT OF INTEREST**

- i. It is recognized by the parties that the efforts to be performed by the Contractor under this task order are of such a nature that they may create a potential organizational conflict of interest as contemplated by FAR Subpart 9.5. It is the intention of the parties that the Contractor will not engage in any contractual activities which may impair its ability to render unbiased advice and recommendations, or in which it may gain an unfair competitive advantage as a result of the knowledge, information and experience gained during the performance of this task order. It does not include the normal flow of benefits from incumbency.
- ii. The Contractor agrees not to participate as a prime Contractor, Subcontractor, consultant or team member in any acquisition wherein:

- a. The Contractor has participated in the analysis and recommendation leading to the acquisition decision to acquire such services; or
  - b. The Contractor may have an unfair competitive advantage resulting from the information gained during the performance of this task order.
- iii. The term "Contractor" herein used means:
  - a. The organization entering into this task order with the Government;
  - b. All business organizations with which it merges, joins or affiliates, now or in the future, and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of;
  - c. Its parent organization (if any), and any of its present or future subsidiaries, associates, affiliates, or holding companies; and
  - d. Any organization or enterprise over which it has direct or indirect control (now or in the future).
- iv. The Contractor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the Contractor's right to use, duplicate or disclose such information if such information was lawfully obtained by the Contractor from other sources.
- v. If a Contractor believes that its participation in the resulting contract or task order would cause an Organizational Conflict of Interest (OCI), that Contractor shall include in its proposal an OCI statement of all facts surrounding the OCI, an appropriate discussion of the issues, and an OCI mitigation. The VA will review the information provided and make a determination regarding whether there is potential or actual OCI. If the VA determines the existence of potential or actual OCI, then the VA will evaluate the mitigation plan and make the final decision regarding the participation of the Contractor with any award of a contract or task order.
- vi. The prior approval of the Contracting Officer is required before any work to be performed under this task order may be subcontracted to any organization described in subparagraph (c) above.
- vii. The Contractor agrees to enter into written agreements with all companies whose proprietary data the Contractor shall have access to. The Contractor also agrees to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this task order with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor agrees to



refrain from using proprietary information for any purpose other than that for which it was furnished.

- viii. The Contractor shall not distribute reports, data or information of any nature arising from its performance under this task order, except as provided by this task order or as may be directed by the Contracting Officer.
- ix. The Contractor shall include this provision, including this paragraph, in subcontracts of any tier which involve access to information covered in paragraph (i) above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "Contractor" wherever the latter appears.
- x. The Contractor's employees shall be trained and informed of Subpart 9.5 of the FAR and this task order provision.
- xi. Government representatives shall have access to the Contractor's premises and the right to inspect all pertinent books and records in order to insure that the Contractor is in compliance with Subpart 9.5 of the FAR and this provision.
- xii. Questions regarding this interpretation of Subpart 9.5 of the FAR and this provision shall be submitted to the Contracting Officer.
- xiii. The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.
- xiv. For any breach of the above restrictions, or for nondisclosure or misrepresentation of any relevant interests required to be disclosed concerning this task order, the Government may, terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and/or pursue other remedies permitted by law or this task order.
- xv. The Government may waive application of this clause when it is determined to be in the best interest of the Government to do so.
- xvi. This agreement will remain in effect during the period of performance of this task order and for a period of four years following completion of this task order.

## **10. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE**

### **a. GENERAL**

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

**b. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

i. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

ii. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with the latest version of the VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

iii. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

iv. The contractor or subcontractor must notify the Contracting Officer immediately via email when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

**c. VA INFORMATION CUSTODIAL LANGUAGE**

i. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information 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).

ii. VA information should not be co-mingled with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. No co-comingling requires that VA data be stored on disk drives, tape cartridges, and/or storage media that are separate from those used for non-VA data. The contractor must ensure that VA's information/disk drives/tape cartridges/storage media are returned to the VA or destroyed in accordance with VA's sanitization requirements, as specified by the COR. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

iii. 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. When requested by the COR, 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 the latest version of VA Handbook 6500.1, *Electronic Media Sanitization*. If the COR directs the contractor/subcontractor to perform the data destruction, self-certification by the contractor/subcontractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

iv. 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 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.

v. 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, after the restoration is complete, the copies must be appropriately destroyed.

vi. 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 terminate for cause under Federal Acquisition Regulation (FAR) part 12.

vii. If a VHA contract is terminated for cause, the associated 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.

viii. 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.

ix. The contractor/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.

x. 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 contracting officer for response.

xi. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 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 contracting officer for response. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an 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 COR.

#### **d. SECURITY INCIDENT INVESTIGATION**

i. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify via email the 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.

ii. 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.

iii. 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.

iv. In instances of theft or 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.

**e. LIQUIDATED DAMAGES FOR DATA BREACH**

i. 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. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

ii. 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 Office of Inspector General 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.

iii. 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 the latest version of 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.

iv. 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 3 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 \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

## 11. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access. *This training will be specified by the COR.*

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

## 12. Government Furnished Property and Facilities

The Contractor shall ensure adequate Local Area Network (LAN)/Internet data information and system security in accordance with VA standard operating procedures and standard Blanket Purchase Agreement and TO language, conditions, laws and regulations. The Contractor's firewall and web server shall meet or exceed the Government minimum requirements for security. All Government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and VA ISO as soon as possible. The Contractor

shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

All Contractor employees under this Contract are required to complete the VA's online Cyber Security and Privacy Awareness Training course(s) annually. Contractors must provide signed certification of completion to the CO during each year of the Blanket Purchase Agreement. This requirement is in addition to any other training that may be imposed on the Contractor, the CO or other VA organizations.

All persons requiring access to VA information systems shall sign a Contractor Rules of Behavior Notice for those systems before being given access, and annually thereafter. A completed VA form 9957 must be submitted for each employee requiring access to a VA system.

All computer systems residing on VA premises or under VA control will be administered by VA System Administration staff. Contractor personnel shall be granted only the least access required to accomplish activities associated with this contract.

All employees of the Contractor must sign a non-disclosure agreement regarding release of data and information pertaining to the Contract and publication of data and information of material related to the project.

The Government will provide the Contractor the following:

1. Access rights to the VA Network.
2. Access to VA Email.
3. VPN access to VA Network or, if not feasible, access to the VA Network via the facility in Salt Lake City, Utah.
4. Access rights to any applications and data stores requisite in performing the analyses outlined above.
5. In the instance that specific Government required software cannot be sufficiently accessed via the VA Citrix Gateway, the Government will provide GFE to ensure work can be accomplished and delivered in accordance with contractual requirements.

### **13. Government Furnished Information**

VA will provide access to all documentation referenced within the PWS via the PE SharePoint Document Library or will provide documentation via email attachments. This includes GFI developed by other PE domains and drafts needed for collaboration among these domains.

The parties agree that no communications or interactions between VA and the contractor, its officers, employees, or agents may be recorded without prior written consent of all participants of the communication.

### **14. Contractor Personnel Security Requirements**

The following security requirements must be addressed regarding Contractor-supplied equipment: Contractor-supplied equipment, PCs of all types, equipment with hard

drives, and so forth for contract services must meet all security requirements that apply to GFE and Government Owned Equipment (GOE). Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within the VA; Bluetooth must be permanently disabled or removed from the device, and c) Equipment must meet all sanitization requirements and procedures before disposal. The COR, CO, PM and the ISO must be notified and verify all security requirements have been adhered to.

1. Information made available to the Contractor/Sub-Contractor by VA for the performance or administration of the TO or information developed by the Contractor/Sub-Contractor in performance or administration of the TO 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/Sub-Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

2. If VA determines that the Contractor has violated any of the information confidentiality, privacy and security provisions of the TO, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party terminate the TO for default or terminate for cause under FAR part 12.

3. The Contractor/Sub-Contractor 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.

4. The Contractor/Sub-Contractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

5. Except for uses and disclosures of VA information authorized by this TO for performance of the TO, the Contractor/Sub-Contractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The Contractor/Sub-Contractor must refer all requests for, demands for production of, or inquiries about VA information and information systems to the VA CO for response.

6. Notwithstanding the provision above, the Contractor/Sub-Contractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 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/Sub-Contractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Sub-Contractor shall immediately refer such court orders or other requests to the VA CO for response.

7. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a MOU-ISA for system interconnection, the Contractor/Sub-Contractor must complete a CSCA on a yearly basis and provide it to the COR.



8. Position Sensitivity and Background Investigation - The position sensitivity and the level of background investigation commensurate with the required level of access is:

☒ Low/National Agency Check with Written Inquiries (NACI)

Position Sensitivity	Background Investigation (in accordance with 7010 Handbook Appendix A)
Low	A NACI is conducted by the Office of Personnel Management (OPM) and covers a five-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DoD Defense Central Investigations Index (DCII), Federal Bureau of Investigation (FBI) name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for non-sensitive or Low Risk positions.
<input checked="" type="checkbox"/> Moderate	A MBI is conducted by OPM and covers a five-year period. It consists of a review of National Agency Check records [OPM (SII), DOD DCII, FBI name check, and a FBI fingerprint check], a credit report covering a period of five years; written inquiries to previous employers, references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, and co-workers; and a verification of the educational degree.
High	Background Investigation. A background investigation is conducted by OPM and covers a 10 year period. It consists of a review of National Agency Check records [OPM SII, DOD DCII, FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, and co-workers; and a verification of the educational degree.

## 15. CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall bear the expense of obtaining background investigations.
- b. Within three business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the

Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.

- c. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- d. The Contractor shall ensure the following required forms are submitted to the COR within five days after contract award:
  - 1) For a Tier 1/Low Risk designation:
    - a) OF-306
    - b) DVA Memorandum – Electronic Fingerprints
  - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
    - a) OF-306
    - b) VA Form 0710
    - c) DVA Memorandum – Electronic Fingerprints
- e. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- f. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
- g. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- h. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor shall be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.

- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

**15.1. Security/Privacy:** Therefore, System of Record Notice (SORN) shall be covered under and/or published by VA in the Federal Register pursuant to section 552a(e)(4) of the Privacy Act. The records contained in the system of records used in this project are operated by or on behalf of VA by a government Contractor to accomplish a VA function. Consequently, any such Contractor and any employee of such Contractor is considered to be an employee of VA and subject to the criminal penalties contained in 5 U.S.C. 552a(i).

## SECTION C - CONTRACT CLAUSES

### **C.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with 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.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

### **C.2 52.211-11 LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$37.50 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

(End of Clause)

### **C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (JAN 2017)**

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times,

including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract

requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice;
- and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.



(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Travel in accordance with 31.205-46 as well as Federal Travel Regulations

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

- (B) The Contractor's timekeeping procedures;
  - (C) Contractor records that show the distribution of labor between jobs or contracts; and
  - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (A) Any invoices or subcontract agreements substantiating material costs; and
- (B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

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

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

- (A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40

U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

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

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an

ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

#### **C.4 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) 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 (JAN 2017) (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 (OCT 2016) (E.O. 13126).

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

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 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.)

☐ (40)(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.



- ☐ (41)(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.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (43)(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.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☒ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(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.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 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).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☒ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- ☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- ☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- ☐ (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).
- ☐ (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).
- ☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- ☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- ☐ (11) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

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

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(x) 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.

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

(xii)(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).

(xiii) 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).

(xiv) 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).

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

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

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

(End of Clause)

#### **C.5 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$9,000,000.00;

(2) Any order for a combination of items in excess of \$9,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the

reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year from date of base contract expiration.

(End of Clause)

**C.8 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

**C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

**C.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

**C.11 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.

(End of Clause)

## C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

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

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



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

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

(End of Clause)

### **C.13 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 Maryland. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

### **C.14 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 addresses:

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-3	GRATUITIES	APR 1984
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013



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

**C.15 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 - Price Schedule\_IDIQ.

Attachment D – Integration Services Task Order #1

Attachment E – Integration Services Task Order #2

Attachment F – Task Order Price Schedule

Attachment G – CERTIFICATE FOR PERSONNEL PARTICIPATING IN AN  
ACQUISITION CONCERNING NON-DISCLOSURE AND DISCLOSURE OF  
CONFLICTS OF INTEREST

Attachment H – Past Performance Questionnaire (Task Orders)

## ATTACHMENT B: PE Integration QASP

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets, or does not meet these standards. The Government will not be responsible for payment on Deliverables that do not conform to the Acceptable Quality Levels as outlined.

Performance standards included below. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL). Unless otherwise indicated observation will be conducted via the Government Program Manager review.

The below matrix provides additional guidance on how to determine performance standards and an acceptable quality level of performance:

ID	Performance Objective	Performance Standards	Acceptable Quality Level <sup>1</sup>	Standard/ Frequency	Incentive (positive and /or Negative)
1	<b>Consistency to Performance Work Statement (PWS) Requirements</b>	All work products shall satisfy the requirements of the PWS.	Two or fewer instances where significant errors or omissions were identified (see note 1,2 & 3)	Deliverables and work products accurately follow the requirements of the PWS 95% of the time; unless alternate direction is agreed upon by the government and contractor. Deliverables reflect knowledge of all aspects of the PWS 95% of the time; unless alternate direction is agreed upon by the government and contractor.	Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.  Not meeting the standard can result in increased frequency for required in-person meetings.

## ATTACHMENT B: PE Integration QASP

2	<b>Communications and proactive escalation of issues/risks</b>	Contractor shall notify the government domain lead/program manager of an issue that has potential adverse effects on any Product Effectiveness (PE) process, persons, deliverable, timeline or work product.	Two or fewer instance where significant risks/issues were identified and not communicated to the government	If a risk arises the contractor shall immediately (within 1 hour) notify the government domain lead/program manager via email and phone call 95% of the time with details of the risk and suggested mitigation if possible.	Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.
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## ATTACHMENT B: PE Integration QASP

3	<b>Timeliness of services and deliverables</b>	<p>All project milestone dates as agreed upon by the contractor and government shall be met.</p> <p>All deliverables shall be received by the Government in accordance with the Delivery Schedule, PWS Section 4.</p>	Two or fewer instances where milestones were not met by the contractor due to contractor issues.	<p>With 95% accuracy: Milestone dates shall not change unless justification is accepted by the government due to circumstances that are uncontrollable by the contractor such as delays due to government staff availability or government mission critical priorities. Any recommended change in milestones dates shall be presented to the Program Manager within three business days, and dates shall not change unless reviewed and agreed upon by the Program Manager and documented with a justification. Any delay due to contractor resourcing issues or vacations shall be deemed unacceptable.</p>	Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.
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## ATTACHMENT B: PE Integration QASP

4	<b>Timeliness of services and deliverables- Reviews</b>	All deliverables shall be submitted timely as required by the contract so that there is ample review time for government staff prior to scheduled meetings or when the deliverable is needed for use.	Two or fewer instances where not submitted timely for government review.	Deliverable reviews included in the milestones and are submitted to the government for review on or before the milestone date 95% of the time. Any delay due to contractor resourcing issues or vacations shall be deemed unacceptable.	Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.
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## ATTACHMENT B: PE Integration QASP

5	<b>Deliverable Quality Assurance (QA)- Government QA Review Time Burden</b>	Final reports submitted to the government demonstrate effective QA and are in final form ready for presentation at the highest executive level and intended for senior program leaders; top level agency leadership and members of Congress and require minimal review time by the government.	Two or fewer instance where significant QA errors or omissions were repeated in subsequent reports (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Where the contractor has been provided with the opportunity to address similar deliverable quality and/or content issues twice, the Government may not pay for final delivery of the affected deliverable. Final decision for non-payment or partial-payment will be sole discretion of the Contracting Officer.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>
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## ATTACHMENT B: PE Integration QASP

6	<b>Accuracy</b>	<p>Deliverables shall be accurately prepared for presentation at the executive level and be in final form ready for presentation at the highest executive level and be intended for senior program leaders, top level agency leadership and members of Congress and accurately messaged from a business value perspective and flow in a logical manner.</p> <p>Deliverables that need revision will be resubmitted to the government with a clean version and tracked change version that clearly shows where the document was edited.</p>	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>
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## ATTACHMENT B: PE Integration QASP

7	<b>Clarity</b>	Work Products shall be clearly written using concise language and written from a business value perspective.	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>
8	<b>File Editing</b>	All text and diagrammatic files shall be editable by the VA in Windows-based or Adobe environments/ platforms.	Two or fewer instance where significant errors or omissions were identified (See Note 1 & 2)	All deliverables and work products, to include diagrammatic products, shall be editable by the government.	Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.
9	<b>Format</b>	<p>Deliverables shall follow VA communications guidelines and PE guidance to insure they are compliant with VA accepted standards and formats.</p> <p>(See Note 4)</p>	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	Deliverables shall reflect that they follow VA communications guidelines and PE guidance to insure they are compliant with VA accepted standards and formats.	Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.

## ATTACHMENT B: PE Integration QASP

10	<b>Deliverable Quality-Reports</b>	Reports submitted to the government shall be written with an executive leadership audience in mind and include accurate and concise information to assist in making an executive decision and intended for senior program leaders, top level agency leadership and members of Congress.	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Where the contractor has been provided with the opportunity to address similar deliverable quality and/or content issues twice, the Government may not pay for final delivery of the affected deliverable. Final decision for non-payment or partial-payment will be sole discretion of the Contracting Officer.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>
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## ATTACHMENT B: PE Integration QASP

11	<b>Deliverable Quality- Publications and Other Documents</b>	Deliverables (reports, publications, briefings etc.) shall be in formats appropriate to target audiences; user friendly, clear, thorough and comprehensive.	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>
12	<b>Deliverable Quality-Analyses and Assessments</b>	Analyses and assessments shall be performed with accuracy, completeness and adherence to industry best practices.	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>
13	<b>Deliverable Quality-Stakeholder Input</b>	Integration of relevant stakeholder input should be documented for all applicable deliverables.	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Not meeting the standard can result in increased frequency for required in-person</p>

# ATTACHMENT B: PE Integration QASP

					meetings.
14	<b>Deliverable Quality- Presentations</b>	Presentations shall be clear, concise, executive-focused, and written in plain, clear English with minimal jargon, and understandable by lay persons.	Two or fewer instance where significant errors or omissions were identified (See Note 1, 2 & 3)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Where the contractor has been provided with the opportunity to address similar deliverable quality and/or content issues twice the Government may not pay for final delivery of the affected deliverable. Final decision for non-payment or partial-payment will be sole discretion of the Contracting Officer.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>

## ATTACHMENT B: PE Integration QASP

15	<b>Deliverable Quality-Project Plan</b>	Project Plan shall be comprehensive, task oriented; milestone oriented, updated on a weekly basis and include project risks and mitigation strategies to successfully manage a project to completion.	Two or fewer instance where significant errors or omissions were identified (See Note 1)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>
16	<b>Operational Quality-Meeting Support</b>	Meeting activities shall be professional, complete, accurate and thorough to include obtainment of required research and knowledge (content).	Two or fewer instance where significant errors or omissions were identified (See Note 1)	95% accuracy, measured monthly.	<p>Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.</p> <p>Not meeting the standard can result in increased frequency for required in-person meetings.</p>

## ATTACHMENT B: PE Integration QASP

17	<b>Operational Quality-Professionalism</b>	Interactions and communications shall be in a professional tone and reflect competence, subject matter expertise, proficiency and effectiveness.	Zero instances where professionalism and cooperation is not demonstrated	100% compliance, measured at each instance on a case-by-case basis.	Could influence rating on performance report to be used as part of the evaluation criteria on future order competitions.
18	<b>Quality Checkpoint-All Phases</b>	The contractor shall successfully complete all checkpoints at the end of each project phase with the Program Manager, other domains involved in the engagement as applicable and PE Director prior to proceeding to the next phase.	Two or fewer instance where quality checkpoints were not completed	95% accuracy, measured monthly.	(See Note1 and 2)  Not meeting the standard can result in increased frequency for required in-person meetings.
19	<b>Engagement Deliverable Disposition</b>	All deliverables shall be uploaded in PE SharePoint in a format acceptable to the government and will be tagged appropriately.	Two or fewer instance where deliverables were not appropriately prepared, tagged and uploaded to the PE Share Point	95% accuracy, measured monthly.	(See Note1 and 2)

## ATTACHMENT B: PE Integration QASP

20	<b>Services and Deliverables reflect VA/VHA/PE Strategic Direction and Alignment with the Program and Agency Mission</b>	Alignment to agency imperatives evident.	Two or fewer instances where significant errors or omissions were identified.	All Services and Deliverables shall reflect VA/VHA/PE Strategic Direction and Alignment with the Program and Agency Mission to 95% accuracy, measured monthly.	Positive or negative rating on performance report to be used as part of the evaluation criteria on future order competitions.  Not meeting the standard can result in increased frequency for required in-person meetings.
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Note 1: Significant errors or omissions are defined as deliverables not meeting the intent of the task and the work considered to be within scope of this order to the extent where a lack of understanding is demonstrated requiring a rewrite of deliverable section(s) or the entire deliverable.

Note 2: Continued repetitive errors may result in an unacceptable rating on performance report to be used as part of the evaluation criteria on future order competitions.

Note 3: The following quality standards are reflected within the PWS and summarized here. Product Effectiveness Reports and Presentations shall include the following:

Reports submitted to the government shall be demonstrated to be in final form ready for presentation at the highest executive level and intended for senior program leaders; top level agency leadership and members of Congress. Reports demonstrate that they are written in third-person from an independent objective with emotion removed. Recommendations are written with strong, fact based and specific information that explains how the recommendation can be enacted, and how the stakeholder will benefit from the recommendation. All reports and briefings shall include an Executive summary and/or include bottom line up front information. The Executive Summary is written clear and concise from a business perspective rather than a data perspective and contains the most salient points of the report. Content shall demonstrate an accurate, understandable and logical flow throughout the document.

Content shall be accurately written with definition and detail yet in a concise format, accurate in presentation, technical content, and adhere to accepted elements of style.

## **ATTACHMENT B: PE Integration QASP**

Importance shall not only be placed on grammar, spelling, and other quality assurance items but also that the document is logical, sound, has substance and the analysis of the content is clearly understood and sources can be identified within the document. Validation of content interpretation shall be demonstrated with all data sources. All deliverables requiring analysis shall include stakeholder information, goals, project business case, accomplishments, schedule, and other information relevant to the project engagement.

A complete and comprehensive review of data findings and the complete analysis of all data to identify correlations, interdependencies, causations, shifts, trends and any other pertinent findings to determine if project goals & benefits were met shall be included.

An accurate analysis of problem statement, purpose, correlations, interdependencies, foundational, functional and adoption benefits, measures and metrics, causations, success factors, key performance indicators, business rules and trending shall be demonstrated. Analysis that contains self-reported quantitative data is referenced as being self-reported in the document when it occurs.

All diagrams, graphics, tables, and illustrations shall include a title and brief description that clearly outlines the information being displayed per the P&P and be relevant to the supporting narrative.

Language and tone shall be oriented towards easy understanding of the business content.

Factual statements rather than opinion/judgmental/emotional statements shall be used.

Government reviews shall not require comment and/or edits on more than 5% of the report.

Contractor shall re-accomplish products found to be unacceptable or not meeting the intent of the task within three (3) business days.

If a report is returned for basic QA issues, timeliness of report submission is adversely affected; therefore timeliness of services and deliverables indicators and criteria would also apply. If a report is returned for rework due to excessive QA and content issues resulting in extensive review times for the government then timeliness of report submission is adversely affected, therefore timeliness of services and deliverables indicators and criteria would also apply.

Presentations shall include notes for each slide to reflect the value of the subject matter and why it is being presented. Within the note section, a script shall be written for each of the slides, to walk the audience through the presentation and should be all inclusive to all salient points in conversational format.



## ATTACHMENT B: PE Integration QASP

Note 4:

VA Style Guide-Use when developing documents that will represent entire VA:

[https://vaww.portal2.va.gov/sites/VHACommunications/Graphics%20Library/Graphic%20Style%20Guides/VA\\_508\\_GraphicStandardsGuide\\_013113.pdf](https://vaww.portal2.va.gov/sites/VHACommunications/Graphics%20Library/Graphic%20Style%20Guides/VA_508_GraphicStandardsGuide_013113.pdf)

VHA Style Guide-VHA Communications should use this majority of the time. Use when developing documents that will represent VHA:

[https://vaww.portal2.va.gov/sites/VHACommunications/Graphics%20Library/Graphic%20Style%20Guides/VHA\\_Style\\_Guide\\_508.pdf](https://vaww.portal2.va.gov/sites/VHACommunications/Graphics%20Library/Graphic%20Style%20Guides/VHA_Style_Guide_508.pdf)

**Attachment C - CONTRACTOR RULES OF BEHAVIOR**

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

**1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:**

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Representative (COR). If the contractor believes the policies and guidance provided by the COR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

h. I will report suspected or identified information security/privacy incidents to the COR and to the local ISO or Privacy Officer as appropriate.

## **2. GENERAL RULES OF BEHAVIOR**

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

**b. The following rules apply to all VA contractors. I agree to:**

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.

(11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders.

(12) Ensure that the COR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COR.

(14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COR.

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

### **3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES**

- a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.
- b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.
- c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COR.
- d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

### **4. STATEMENT ON LITIGATION**

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

### **5. ACKNOWLEDGEMENT AND ACCEPTANCE**

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or type your full name

Signature

Last 4 digits of SSN

Date

Office Phone

Position Title

Contractor's Company  
Name

**Please complete and return the original signed document to the COR within the timeframe stated in the terms of the contract.**

## 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.

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

#### A. BASIS FOR AWARD

The award(s) resulting from this solicitation will be made based on the best overall proposals that are determined to be the most beneficial to the Government (i.e., best value). FAR 2.101 defines best value as the “expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement,” with appropriate consideration given to the following evaluation factors (listed in order of importance): Key Personnel, Technical Capability, Past Performance and Price. Key Personnel is more important than Technical Capability. Technical Capability is more important than Past Performance. The non-price factors, when combined, are more important than Price. Award(s) will be made based on an integrated assessment by the CO between and among price and non-price factors. It should be noted that award may be made to other than the lowest priced offerors, if the Government determines that a price premium is warranted due to merits of one or more of the non-price factors. The Government intends to award a minimum of two IDIQ contracts.

Contents of the written proposals will be evaluated to determine the degree and extent to which the objectives and requirements set forth in the RFP are satisfied. A proposal that is determined to be incomplete or fails to fully meet any material requirement may render a proposal unacceptable and thus ineligible for award.

The Government reserves the right to award Task Order #1 and Task Order #2 based on evaluation of the submitted IDIQ proposals. Awardees must represent a best value to be considered for a Task Order award. Order proposals will be evaluated as described below. Should the Government choose to award Task Order #1 and Task Order #2, the successful proposal, to include résumés and representative pricing, will be incorporated into the order.

#### B. FACTORS TO BE EVALAUTED

All proposals shall be subject to evaluation by a team of Government personnel. Any proposals that do not meet the following criteria will be eliminated from consideration prior to any technical or price review:

1. All offerors must be verified in VetBiz (<https://www.vip.vetbiz.gov/>) at the time of proposal submission. Offerors are solely responsible for obtaining this

verification. The CO will not intervene with CVE regarding the processing of applications.

2. All offerors must be certified in SAM.gov as a Small Business under NAICS code 541611.
3. All offerors must complete Attachment A - Price Schedule. If rates are missing for any of the deliverables or labor categories, the proposal will not be evaluated.

After this initial assessment, all remaining proposals will be evaluated based on a tiered or cascading order of precedence for evaluating offers. If a sufficient number of awards cannot be made at the first tier, the contracting officer may evaluate offers at the next lower tier, until a sufficient number of awards can be made. Consideration shall be given to tiers in the following order of priority:

- (1) service-disabled veteran-owned small business (SDVOSBs);
- (2) veteran-owned small business

The proposals will be evaluated strictly in accordance with their written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient and will be rated Unsatisfactory and thus, ineligible for award. A price analysis will not be conducted on any proposal that is rated as Unsatisfactory Key Personnel and Technical Capability.

Non-Price Factors:

Factor 1: Key Personnel

Factor 2: Technical Capability

Factor 3: Past Performance

Price Factor

Price

The Source Selection Authority for this procurement will be the procuring CO.

**C. ACQUISITION APPROACH**

The Government intends to make an award for the IDIQ and Task Order #1 and Task Order #2 based on initial submissions. Consequently, contractors are highly encouraged to propose its best non-price and price proposals in initial submissions. The Government reserves the right to award with or without discussions based upon the initial evaluation of proposals. The Government reserves the right to establish a competitive range. Further, the Government reserves the right, in accordance with FAR 52.215-1(f)(4) to reduce the number of contractors in the competitive range in order to conduct efficient competition.

**D. PROPOSAL SUBMISSION INSTRUCTIONS**

**1. INTRODUCTION**

In addition to information provided by FAR Clause 52.212-1 Instructions to – Commercial Items, the following instructions apply:

- (a) The proposal shall be submitted in accordance with the following instructions, which establishes the acceptable requirements for the format and content of the proposal.
- (b) All Proposal Intentions, Questions, and Proposals shall be submitted via email (no larger than 10MB) to the Contracting Officer and Contract Specialist [Lora.Gross@va.gov](mailto:Lora.Gross@va.gov) and [Kimberly.McLaughlin2@va.gov](mailto:Kimberly.McLaughlin2@va.gov).
- (c) Include the RFP number in the Subject Line of all email proposal submissions.
- (d) Indicate your intention to provide a proposal via email on or before close of business on **August 2, 2017**.
- (e) All questions from potential offerors regarding this solicitation shall be submitted via email on or before **10:00am ET, August 2, 2017**. Only written questions will be accepted. It is requested that all questions should be combined into one Microsoft Word document per offeror.
- (f) The Contractor's proposal shall be submitted VA's Offeror Portal (<https://www.vendorportal.ecms.va.gov/eVP/Login.aspx?ReturnUrl=%2fevp%2fdefault.aspx>) so that they are received on or before the due date and time appearing on the SF1449, Block 8.

New users can create an Offeror Portal account via <https://www.vendorportal.ecms.va.gov/eVP/Registration/Welcome.aspx>.

In addition proposals may also be submitted via email (reference file packaging information regarding attachment restrictions) to Lora Gross [lora.gross@va.gov](mailto:lora.gross@va.gov), or Kim McLaughlin, [kimberly.mclaughlin2@va.gov](mailto:kimberly.mclaughlin2@va.gov).

In accordance with FAR 52.212-1(f), offerors are responsible for submitting proposals so as to reach the Government office designated in the solicitation by the time specified in the solicitation. These e-mail inboxes are the Government office designated in the solicitation as defined in FAR 52.212-1(f)(1) for timely receipt of proposals. The offeror assumes full responsibility for ensuring that the proposal is received at the e-mail addresses stated above or offeror portal by the closing date and time identified in the solicitation. This does not include the initial point of entry to the Government infrastructure. Exceptions for late receipt of electronic proposals are specifically outlined in FAR 52.212-1(f)(2). Offerors are encouraged to familiarize themselves with this section and submit proposals not later than 5:00pm one working day prior to the date specified for receipt due to the anticipated number of proposals that will enter the Government infrastructure at this time. The CO and CS cannot guarantee a confirmation of receipt. Proposals received after the closing date and time will not be accepted.



- (g) The proposal must stipulate that it is predicated upon all the terms and conditions of this RFP and signed by an official authorized to bind your organization. In addition, it must contain a statement to the effect that it is firm for a period of at least 60 days from the date of receipt thereof by the Government.

This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of any proposal received in response to this solicitation. In addition, the Contracting Officer is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with this requirement.

- (h) Format:

The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer.

Proposal page limitations are applicable to this procurement. The table below indicates the maximum page count (when applicable) for each volume of the proposal. All files will be submitted as a Microsoft Excel (.xls/.xlsx), Microsoft Word (.doc/.docx), or Acrobat (.pdf) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers are not bound by the 12-point font requirement. Footnotes to text shall not be used. The use of hyperlinks in proposals is prohibited.

If the offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions, or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they appear in the print layout view.

- (i) File Packaging:

Do not compress (zip) proposal files. VA Network Security Operations Center (NSOC) has temporarily blocked email attachments with the ".zip" extension as a mitigation measure against the ongoing world-wide ransomware event impacting many organizations. During this time, .zip file extensions will be permanently stripped from email traffic, and will not be recoverable. Due to VA email file size

restrictions, offerors are encourage to logically separate their proposal into separate emails. If this is necessary, offerors should attempt to contain complete volume within single email transmissions (and not split volumes). Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

(j) Content Requirements:

All information shall be confined to the appropriate file. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offeror's are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

(k) Proposals submitted in response to this solicitation shall contain the following in separate volumes.

Volume Number	Evaluation Factor	File Name	Page Limitations
Volume I	Key Personnel	[Offeror Name] Tech.doc/docx/pdf	Résumés are limited to two pages per proposed personnel. Experience mapping to the PWS is limited to five pages in total.
Volume II	Technical Capability	[Name] Tech.doc/docx/pdf	Technical Capability: 30 pages, exclusive of sample presentation, sample executive summary, and quality assurance plan
Volume III	Past Performance	[Name] PastPerformance.doc/docx/pdf	No page limitations.
Volume IV	Price (including SF1449, amendments (SF 30s) & terms and conditions and/or assumptions)	[Name] PriceSchedule.xls/.xlsx/.doc/.docx	Attachment A and Attachment G and associated Narratives: 1 page for each attachment; SF 1449, SF 30s, & terms and conditions, assumptions and/or any applicable mitigation plan will not be included in

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

Each of the volumes shall be separate and complete in itself so that the evaluation of one may be accomplished independently of the evaluation of the other. The RFP number should be included on the front cover of each volume.

(I) Additional Instructions:

- a. Joint Ventures must be VetBiz verified at the time of proposal submission.
- b. Attachments have been provided for the purpose of streamlining the proposal and evaluation process. **Do not alter the attachments.** Basic instructions are provided below:
  - i. PRICE SCHEDULE (IDIQ) (Attachment A) - Offeror shall complete the Price Schedule (IDIQ). This includes an Excel Workbook with eight tabs. The offeror must not alter in any way the information or number of tabs, other than to enter its proposed rates. **PDF files will not be accepted. Do not convert the file to PDF.** Offerors shall propose hourly rates that are rounded to two decimal places.
  - ii. PRICE SCHEDULE (TASK ORDERS) (Attachment G) - Offeror shall complete the Price Schedule (Task Orders). This includes an Excel Workbook with two tabs. The offeror must not alter in any way the information or number of tabs, other than to enter its proposed rates. **PDF files will not be accepted. Do not convert the file to PDF.** Offerors shall propose hourly rates that are rounded to two decimal places.

## 2. VOLUME I – KEY PERSONNEL

Résumés for the key personnel meeting the requirements in the PWS (Section 7 KEY PERSONNEL) shall be submitted. The following key personnel résumés (two page maximum) shall be included. Where multiple persons are proposed to fulfill these key personnel roles, the contractor shall submit résumés as follows:

Integration Program Manager;  
 Integration Senior Project Manager;  
 Integration Project Manager;  
 Subject Matter Expert;  
 Senior Program Analyst;  
 Consultant; and  
 Management Analyst

Proposed personnel shall meet all requirements appearing in the PWS, including specific experience relevant to the tasks of the PWS requirements. Experience shall be demonstrated among the Key Personnel team for the full lifecycle of PWS services mapped to the tasks of the PWS requirements. Key Personnel experience

shall demonstrate each individual's relevant contribution to projects for each of the required elements and shall include a timeframe of when the experience occurred.

### **3. VOLUME II - TECHNICAL CAPABILITY**

The contractor's submission shall address and/or reflect the items below.

Under no circumstances shall any pricing be included in the Technical Capability volume.

Proposals shall not repeat language appearing in the solicitation documents.

- a. The defined methodology appearing in the PWS are verified practices that are employed by PE. Should offerors propose an alternative approach, the proposal shall directly link proposed processes and personnel to the tasks of the PWS requirement with proven, demonstrated positive results. In addition:
  - The proposed approach/methodology or experience shall reflect corporate expertise to produce the results required by the tasks of the PWS.
  - The proposed approach shall describe the required level of rigor needed to analyze and create deliverables with qualitative and quantitative measurements, findings and recommendations along with foundational data, salient information, and research to support those findings and recommendations to the most senior leadership within the agency and to legislative oversight bodies.
  - Demonstrated experience performing integration management for a national health care measurement program of a comparable scope demonstrating a similar approach, complexity, and size (i.e. large multi-hospital system) with a focus on clinical business processes.
  - Demonstration of at least one project/program including descriptions of each stage of the project/program as it pertains to the PWS requirements, to include the results and the project's/program's outcomes where the company has performed the full lifecycle of integration management.
  - The Offeror has a proposed a solution that links with requirements and objectives (outcomes) of each task as described within the PWS.
- b. Proposed use of subcontractors shall clearly articulate how the subcontractor will be utilized during performance of specific tasks.
- c. A Quality Assurance Plan to ensure the stated performance standards appearing in the QASP (Attachment B) are consistently met.
- d. Demonstrated understanding of executive-level communications of complex subject matter findings to inform decision making which has far-reaching impact on national programs such as the provision of health care services to all Veterans. This shall be demonstrated through the clarity and use of graphics and grammar (to include defined acronyms) appearing in the proposal and by submission of a sample presentation on a topic relevant to the PWS and an executive summary of no more than five pages each.

#### 4. VOLUME III – PAST PERFORMANCE

Contractors may submit a narrative detailing up to three contracts (prime contracts, task/delivery orders, and/or major subcontracts) in performance during the past three years from the date of issuance of the final solicitation, which are relevant to the efforts required by the RFP. Areas of relevance include all tasks and deliverables addressed in the PWS. Experiences that are most relevant are those with projects that are similar in size, scope, and complexity.

- Size is comparable to work with a value with a value comparable to this requirement.
- Scope is comparable to all tasks appearing in the PWS.
- Complexity is comparable to work performed integrating projects/domains across a large integrated health care network.

Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, if applicable, in alphabetical order. Contractor shall clearly state whether the data is for the prime contractor (submitting the quote) or subcontractor (a subcontractor proposed for the new effort). This volume shall be organized into the following sections:

##### 1) Section 1 - Contract Descriptions

- a. Contractor/ subcontractor place of performance, Commercial and Government Entity (CAGE) Code, Data Universal Numbering System (DUNS) number, and North American Industry Classification system (NAICS) number. Identify if the work was performed as a subcontractor, also provide the name of the prime contractor and point of contact (POC) within the prime contractor organization (name, current address, e-mail address, and telephone and fax numbers);
- b. Government Contracting/Private Industry activity and current address and Procuring CO's name, e-mail address, and telephone numbers;
- c. Contract number;
- d. Delivery Order Numbers (Indefinite Delivery type contracts, General Services Administration (GSA) contracts, and Blanket Purchase Agreements (BPA));
- e. Contract Type (specific type such as FFP, Cost Reimbursement, Time and Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FFP, Cost Reimbursement, T&M, etc.);
- f. Awarded price/cost;
- g. Final or projected final price/cost;
- h. Original delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan; and

- i. Final or projected final delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan.

## **2) Section 2 – Contract Description**

Contractors shall provide a specific narrative explanation of each contract listed in Section 1, describing the objectives achieved and detailing how the effort is relevant to the requirements of this RFP (i.e., similar size, scope, and complexity). For any contracts/ task orders that did not/do not meet original cost, schedule, or technical performance requirements, provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The contractor shall indicate if any of the contracts listed were terminated and the reasons for the termination.

## **3) Section 3 – Subcontracts**

To allow the Government to make a determination of whether proposed subcontractors are “major subcontractors” as defined in PAST PERFORMANCE EVALUATION APPROACH, contractors shall provide an outline of how the effort required by the RFP will be assigned for performance within the contractor’s corporate entity and among the proposed subcontractors, if applicable, including work assigned and estimated dollar value of the efforts assigned. The information provided for the prime contractor and each proposed major subcontractor shall include the entire company name, company address, CAGE code, DUNS number, socioeconomic status, and type of work to be performed by citing the applicable Government PWS section number.

## **4) Section 4 - New Corporate Entities**

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

Past Performance Information Retrieval System (PPIRS): The Government will compare submitted narratives against the respective PPIRS record for the noted contract/task order number to verify data and information submitted by the offeror, as well as quality ratings and narratives.

The Government may also consider past performance information obtained through other sources. Past performance information will be utilized to determine the quality of the contractor’s past performance as it relates to the probability of success of the required effort. The Government may use information provided by the contractor in their proposal submission, information in both Government and commercial databases, and other available information that the VA Contracting Officer determines is reasonable. The more closely the prior performance of services matches the RFP requirements in terms of required performance (i.e., similar size, scope, and complexity), the more relevant the performance will be considered.

If the contractor has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

## 5. VOLUME IV – PRICE

(a) Offerors shall provide fixed hourly rates for each labor category in the Price Schedule of the IDIQ RFP. The offeror shall provide a single price (hourly rate) for each labor category for years 1-5, and that price must be valid for the entirety of each period. If awarded an IDIQ, this pricing shall be incorporated and will be the basis for all subsequent pricing for task orders awarded under this IDIQ. Any discounts provided should be included in the Volume III narrative.

(b) The Contractor must provide substantiation or basis for the firm fixed price proposed in Attachment A for each deliverable in the domain being proposed (See worksheets Year 1-5 FFP). The substantiation shall include the labor mix and hours estimated for each deliverable in Attachment A utilizing the proposed labor rates in Attachment A – worksheet Labor Rates. If awarded an IDIQ, this pricing shall be incorporated and will be the basis for all subsequent pricing for task orders awarded under this IDIQ. Any discounts provided should be indicated within the applicable worksheet.

The price proposal shall be provided in Excel or pdf format and include the following:

- a. **IDIQ PRICING SCHEDULE (Attachment A);** labor rates must be provided for each labor category included within the pricing schedule. A breakdown of fixed hourly rates for labor and the level of effort for each labor category should be indicated for each task for the base year and all option years, and then added together for a total price for each period of performance. All eight tabs must be completed.
- b. **TASK ORDER PRICING SCHEDULE (Attachment G);** all proposed prices must be firm-fixed price, unless otherwise noted utilizing labor hours that are equal to or less than those proposed in the IDIQ Pricing Schedule. Each Task Order tab must be completed to be considered for award (two tabs are included in this worksheet one for each task order).

Contractors must propose pricing for each line item.

Price Rounding Issue - The Government requires Contractors to proposal unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two digit unit price multiplied by the item quantity equals the two digit total item price (there should be no rounding). Contractors shall ensure that the actual values in the spreadsheet cells are no more than two decimal places even if values in the spreadsheet cells are formatted to display two decimal places.

All Contractors should propose assuming an estimated award date of September 15, 2017.

This Volume shall also contain the following:

- a. Signed Standard Form (SF1449) and Acknowledgement of Amendment(s), if any. An official authorized to bind the firm shall sign the SF 1449, all amendment(s) (SF30s), and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Contractors are hereby advised that any Contractor-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Contractor's proposal Unacceptable, and thus ineligible for award.
- c. Contractor's statement(s) as required by paragraph b. of the VAAR Clause 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST. Also, if participation in the resulting task order will cause an Organizational Conflict of Interest (OCI), include an appropriate discussion and mitigation plan. The VA will review the discussion and make a determination whether there is an OCI. If the VA determines the existence of an OCI, then the VA will evaluate the mitigation plan and make the final decision regarding the participation of the Contractor with any award of a task order.

If no Organizational Conflict of Interest exists provide a statement to that fact.

## **E. EVALUATION APPROACH**

All proposals are subject to evaluation by a team of Government personnel. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Contractors who fail to meet the requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

### **1. NON-PRICE FACTORS**

#### **a. FACTOR 1: KEY PERSONNEL**

The vendor contractor will be evaluated to determine whether the contractor's proposed key personnel meet all requirements appearing in the PWS, including specific experience relevant to the PWS requirements. Additional consideration may be given to contractors that include key personnel exceeding whose experience exceeds the minimum established requirements, to the Government's benefit, may receive additional consideration.

#### **b. FACTOR 2: TECHNICAL CAPABILITY**

- i. Understanding of the Work - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed. A proposal which merely restates the



requirement or states that the requirement will be met, without providing supporting rationale, will be rated Unacceptable. Demonstration of the following area may be rated more favorably:

- a) Demonstrated experience in more than one project/program, including descriptions of each task of the project/program as it pertains to the PWS requirements, to include the results and the project's/program's outcomes where the company has performed the full lifecycle of integration management. This can be demonstrated over more than one project/program.
- ii. Feasibility of the Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the contractor's methods and approach in successfully meeting and/or exceeding the objectives and task requirements in a timely manner. The evaluation will also consider the feasibility of the allocation of labor hours and labor categories proposed. Additionally, the evaluation will consider the level of effort and mix of labor proposed to perform the tasks identified.
- iii. Completeness of Approach - The proposal will be evaluated to determine whether the contractor's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed in accordance with the proposal submission instructions of the solicitation.
- iv. Risk relative to the proposed technical approach is evaluated as part of the Technical Capability evaluation to ascertain the degree of risk associated with the contractor's proposed approach and the likelihood of success.

### **c. FACTOR 3: PAST PERFORMANCE EVALUATION APPROACH.**

The evaluation of past performance rests on the concept that the historical quality of a firm's performance has predictive value when it comes to assessing the risk of doing business with the firm. A firm that has performed poorly in the past or that failed to comply with Federal, State, and local laws and regulations, might do so again and is, therefore, likely a higher risk than a firm that has performed well in the past.

The Past Performance evaluation will therefore assess the relative risks associated with a contractor's likelihood of success in fulfilling the solicitation's requirements as indicated by that contractor's record of past performance. In this context, "contractor" refers to the prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one whose subcontract is for more than 20% of the total proposed price (must be determinable through the proposal). In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the contractor's Past Performance rating. Note, however, that in this assessment if both

prime and proposed major subcontractor performance records are submitted, the Government will consider past performance for the proposed prime contractor (identified in Block 17a of the SF 1449) to be more important than past performance examples submitted for any other member of the offeror's proposed structure.

The Government will conduct a performance risk assessment based on the quality, relevancy (size, scope, and complexity) and recency (within last three years) of the contractor's past performance, as well as that of its major subcontractor(s), as it relates to the probability of successful accomplishment of the required effort. Contractors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the contractor when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the contractors, it is incumbent upon the contractors to explain the relevance of the data provided. Contractors are reminded that the burden of proving low performance risk rests with the contractors.

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, and effectiveness in program management (to include use and control of subcontractor(s)).

In the case of a contractor without a record of relevant past performance or for whom information on past performance is not available, the contractor may not be evaluated favorably or unfavorably on past performance.

## **2. PRICE FACTOR**

### **a. FACTOR: PRICE EVALUATION APPROACH.**

The Government shall evaluate price to determine whether or not it is considered fair and reasonable. The Government shall evaluate price reasonableness using price analysis techniques as prescribed in FAR 15.404-1(b). Proposed pricing will also be evaluated in accordance with FAR 15.404-1(g) to ensure balance. The Government will review the price proposal, consisting of the Attachment A for completeness and accuracy. The Government will consider all items associated with the proposal, including the option under FAR 52.217-8, as part of its price analysis.

Task Order(s), Attachment G, will also be evaluated to ensure rates for each requested deliverable is at or below the pricing proposed for the deliverable in the IDIQ.

## **3. TASK ORDER EVALUATION**

It is the intent of the Government to award task order #1 to the contractor providing the best value (after tradeoff analysis is conducted based on the evaluation factors listed above).

It is the intent of the Government to award task order #2 to any other IDIQ awardees.

(End of Addendum to 52.212-1)

**E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors 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.

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

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, 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.

(End of Provision)

**E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

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

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

#### **E.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### **E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further

review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

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

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
  - (i) The Fair Labor Standards Act;
  - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
  - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
  - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
  - (v) The Family and Medical Leave Act; and
  - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
  - (i) The Occupational Safety and Health Act of 1970; and
  - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
  - (i) Section 503 of the Rehabilitation Act of 1973;



- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
  - (i) Title VII of the Civil Rights Act of 1964;
  - (ii) The Americans with Disabilities Act of 1990;
  - (iii) The Age Discrimination in Employment Act of 1967; and
  - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

“Sensitive technology”—

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

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

- (1) Means a small business concern—



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

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

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

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

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been

mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

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

☐ Name and TIN of common parent:

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

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at

<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

(Do not use a “doing business as” name).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ ] does [ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate

the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) 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 appropriated (or otherwise made available) funds 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.

(2) The prohibition in paragraph (u)(1) 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.

(3) 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).

(End of Provision)

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

The Government contemplates award of an contract from this solicitation, which will result in Firm-Fixed Price task orders.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	OCT 2014

#### **E.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

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

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

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

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

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The*

*offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:*

\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.

*[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror

represents as part of its offer that--

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint

venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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

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

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

*[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small

business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;



- (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of Provision)

**E.9 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 Address:  
Strategic Acquisition Center - Frederick  
Department of Veterans Affairs  
321 Ballenger Center Drive, Suite 125

Frederick MD 21703  
Mailing Address:

See address above

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

(End of Provision)

**E.10 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

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

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in

the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

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

(End of Provision)

#### **E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

#### **E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

#### **E.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

#### E.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)		
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984

